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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JULIUS JOHNSON, an individual,

Plaintiff,

vs.

ONIKA TANYA MARAJ P/K/A NICKI

MINAJ, *et al.*

Defendants.

) Case No. 2:23-cv-5061-PA-AFM  
)  
) THIRD AMENDED COMPLAINT  
) FOR COPYRIGHT  
) INFRINGEMENT; VICARIOUS  
) COPYRIGHT INFRINGEMENT;  
) CONTRIBUTORY COPYRIGHT  
) INFRINGEMENT; DMCA  
) VIOLATIONS,  
) 17 U.S.C. § 1202 *et seq.*; DMCA -  
) VICARIOUS LIABILITY; &  
) DMCA – CONTRIBUTORY  
) LIABILITY  
)  
) DEMAND FOR JURY TRIAL  
)  
) Date Action Filed: June 26, 2023

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1           5. Defendant, Onika Tanya Maraj p/k/a Nicki Minaj (“Minaj”), is an artist,  
2 singer, entertainer, performer, recording artist, hip-hop performer, and/or a rapper who  
3 resides in the State of California, and at all material times herein, is and was doing  
4 business in the State of California within this judicial district. On information and belief,  
5 Minaj participated in, facilitated, and/or encouraged the wrongful conduct alleged herein  
6 within this judicial district and/or regularly conducts business within this judicial  
7 district.

8           6. On information and belief, Defendant, Harajuku Barbie Music, LLC  
9 (“Harajuku”), is a Delaware music publishing company that participated in, facilitated,  
10 and/or encouraged the wrongful conduct alleged herein within this judicial district  
11 and/or regularly conducts business within this judicial district.

12           7. Defendant, Universal Music Group (“UMG”), is a U.S. record label and  
13 music industry conglomerate and Delaware corporation that is admitted and authorized  
14 to conduct business throughout the United States, and more specifically, is authorized to  
15 and does regularly conducts business within the State of California and has/maintains  
16 offices in the County of Los Angeles, State of California. On information and belief,  
17 UMG participated in, facilitated, and/or encouraged the wrongful conduct alleged herein  
18 within this judicial district.

19           8. On information and belief, Defendant, Songs of Universal, Inc. (“SOU”) is  
20 a record label, music publisher, and/or production company and California corporation  
21 that conducts business throughout the United States, and more specifically, is authorized

1 to and does regularly conduct business within the State of California and has/maintains  
2 offices in the County of Los Angeles, State of California. On information and belief,  
3 SOU participated in, facilitated, and/or encouraged the wrongful conduct alleged herein  
4 within this judicial district.

5 9. On information and belief, Defendant, W Chappell Music Corp. d/b/a WC  
6 Music Corp. f/k/a WB Music Corp, (“WB Music”) is a Delaware record label, music  
7 publisher, and/or production company that participated in, facilitated, and/or encouraged  
8 the wrongful conduct alleged herein within this judicial district and/or regularly  
9 conducts business within this judicial district.

10 10. On information and belief, Defendant, Michael Len Williams II p/k/a Mike  
11 Will Made It (“Williams”), is a music producer, and on information and belief,  
12 participated in, facilitated, and/or encouraged the wrongful conduct alleged herein  
13 within this judicial district and/or regularly conducts business within this judicial  
14 district.

15 11. On information and belief, Defendant, Sounds from Eardrums LLC,  
16 (“Eardrums”) is a Georgia record label, music publisher, and/or production company  
17 that participated in, facilitated, and/or encouraged the wrongful conduct alleged herein  
18 within this judicial district and/or regularly conducts business within this judicial  
19 district.

20 12. On information and belief, Defendant, Kazarion Fowler p/k/a Skooly  
21 (“Skooly”) is a music producer that participated in, facilitated, and/or encouraged the

1 wrongful conduct alleged herein within this judicial district and/or regularly conducts  
2 business within this judicial district.

3 13. On information and belief, Defendant, Money Mack Music, Inc. (“Money  
4 Mack”), is a Louisiana record label, music publisher, and/or production company that  
5 participated in, facilitated, and/or encouraged the wrongful conduct alleged herein  
6 within this judicial district and/or regularly conducts business within this judicial  
7 district.

8 14. On information and belief, Defendant, Esther Renay Dean p/k/a Ester Dean  
9 (“Dean”) is a singer, songwriter, and/or music producer that participated in, facilitated,  
10 and/or encouraged the wrongful conduct alleged herein within this judicial district  
11 and/or regularly conducts business within this judicial district.

12 15. On information and belief, Defendant, Dat Damn Dean (“DDD”), is an  
13 unincorporated record label, music publisher, and/or production company that is  
14 affiliated with Dean, and that participated in, facilitated, and/or encouraged the wrongful  
15 conduct alleged herein within this judicial district and/or regularly conducts business  
16 within this judicial district.

17 16. On information and belief, Defendants DOES 1-10, are one or more  
18 individuals and/or entities who participated in, facilitated, encouraged, and/or had  
19 supervisory authority over the wrongful conduct set forth herein within this judicial  
20 district.

1           17. Whenever this SAC refers to any act or acts of a Defendant, the reference  
2 shall also be deemed to mean that the directors, officers, employees, affiliates,  
3 controlling companies or agents of the responsible Defendant authorized such act while  
4 actively engaged in the management, direction or control of the affairs of Defendant,  
5 and each of them, and/or by persons who are the alter ego of Defendants, or while acting  
6 within the scope of their agency, affiliation, control or employment.

### 7                                   **FACTS COMMON TO ALL CLAIMS**

#### 8                                   ***The Copyrighted Sound Recording and Composition***

9           18. In 2010, Johnson battled severe depression. As an outlet to express his  
10 emotions and avoid being consumed in self-harm, drug abuse, and thoughts of suicide,  
11 Johnson dedicated his time and energy to creating music.

12           19. In 2011, pursuant to his dedication to music, Johnson completed his  
13 original and unique musical work titled *OnMySleeve* (inclusive of the individual  
14 “Composition” and “Sound Recording,” collectively the “Works”).

15           20. The Sound Recording and Composition of *OnMySleeve* is registered with  
16 the United States Copyright Office under Registration No. SR 921-043 (Exhibit B), and  
17 supplementary Registration No. SR 984-874 (Exhibit D).

18           21. On September 23, 2011, Johnson, via his personal YouTube channel,  
19 JcubedEnt, published the Works. Exhibit A. The Works are still available for viewing at  
20 <https://www.youtube.com/watch?v=Q-ATmEOOjs0&t=71s> (last accessed October 23,  
21 2023).

1           22. Johnson repeatedly re-published and re-circulated the Works from the years  
2 of 2012-2015 via his personal social media platform(s).

3           23. During the years of 2012-2015, Johnson attended the Art Institute of  
4 Atlanta (the “Institute”), where he received professional training in audio production.

5           24. On information and belief, including consideration of conversations  
6 Johnson had with other classmates and students, associates and/or affiliates of Minaj and  
7 Williams attended and/or were physically present at the Institute during that same time  
8 period.

9           25. On information and belief, during the relevant times herein, Williams was  
10 present the Institute.

11           26. In or about winter 2013, during or after one of Johnson’s studio session in  
12 the audio production studio room(s) at the Institute, Johnson’s hard drive which  
13 contained *OnMySleeve* (as well as other valuable data, files, and copyrighted works) was  
14 taken without his consent.

15           27. On information and belief, during the relevant times herein, Williams had  
16 full access to audio production studio room(s) at the Institute.

17           28. On information and belief, at all times relevant herein, associates and/or  
18 affiliates of Williams had full access to audio production studio room(s) at the Institute.

19           29. On information and belief, Williams, his associates, and/or his affiliates  
20 obtained Johnson’s hard drive containing the Works (and other data, files, and  
21 copyrighted works).

1           30. On information and belief, Williams accessed the hard drive, discovered  
2 *OnMySleeve* and realized that it would be “a smash” for Minaj.<sup>1</sup>

3           31. On information and belief, Williams then misappropriated and copied the  
4 Works.

5           32. On information and belief, in order to conceal his misappropriation and  
6 infringement, Williams knowingly and intentionally removed and/or altered all meta  
7 data and copyright management information (“CMI”) including but not limited to  
8 Johnson’s name, digital file name, song title, and other information identifying the work.

9           33. Subsequent thereto, on information and belief, despite knowledge of the  
10 falsity, and without Johnson’s authorization, Williams relabeled and misattributed the  
11 work as his own and further distributed the Johnson’s musical works with the false CMI.

12           34. On information and belief, at all times relevant herein, associates and/or  
13 affiliates of Minaj had full access to audio production studio room(s) at the Institute.

14           35. On information and belief, associates and/or affiliates of Minaj obtained  
15 Johnson’s hard drive containing the Works (and other data, files, and copyrighted works).

16           36. On information and belief, one or more of DOES 1-10 obtained Johnson’s  
17 hard drive containing the Works (and other data, files, and copyrighted works) and gave  
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19 <sup>1</sup> See, e.g., <https://www.xxlmag.com/mike-will-made-it-ransom-chronic/> (“I got a smash  
20 with Nicki Minaj on her album as well that's called ‘I Lied,’ that shit is retarded.”)(last  
21 accessed January 3, 2023).



1 the hard drive or Works to Williams, Minaj, and/or their affiliates who then accessed  
2 and without authorization, copied Johnson's Works.

3 37. On information and belief, at least one of DOES 1-10 had a close  
4 relationship with Johnson and Williams, stole the hard drive, and delivered it to Williams.

5 38. Johnson reported the missing hard drive to the administrative staff of the  
6 Institute and called on the help of his fellow classmates to assist with the search.

7 39. Despite his efforts, the hard drive was never returned or otherwise  
8 recovered by Johnson.

9 ***The Infringing Work, Album, and Mixtape***

10 40. On information and belief, during and prior to December 2014, Defendants  
11 in their individual and respective capacities and/or acting in concert with each other,  
12 without authorization, intentionally and knowingly removed CMI including but not  
13 limited to Johnson's name, digital file name, song title, and other information identifying  
14 the work, and Defendants knew, or should have known, that such falsification, alteration  
15 and/or removal of said copyright management information would induce, enable,  
16 facilitate, or conceal their infringement of Johnson's Works.

17 41. Further, Defendants, in violation of the 1978 Copyright Act, infringed  
18 upon Johnson's copyright protected Works, by taking, copying, using, and  
19 misappropriating the same for the infringing work, *I Lied*, which was included in Minaj's  
20 album entitled, *The Pinkprint* as well as Williams's *Ransom* mixtape.

1           42. On information and belief, Minaj specifically and intentionally and  
2 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
3 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
4 to residents of California and this District.

5           43. On information and belief, Harajuku specifically and intentionally and  
6 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
7 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
8 to residents of California and this District.

9           44. On information and belief, SOU specifically and intentionally and  
10 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
11 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
12 to residents of California and this District.

13           45. On information and belief, UMG specifically and intentionally and  
14 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
15 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
16 to residents of California and this District.

17           46. On information and belief, WB Music specifically and intentionally and  
18 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
19 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
20 to residents of California and this District.

1           47. On information and belief, Williams specifically and intentionally and  
2 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* and  
3 *Ransom* mixtape (both of which include the infringing work, *I Lied*) within, to, and from  
4 the State of California and/or to residents of California and this District.

5           48. On information and belief, Eardrums specifically and intentionally and  
6 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* and  
7 *Ransom* mixtape (both of which include the infringing work, *I Lied*) within, to, and from  
8 the State of California and/or to residents of California and this District.

9           49. On information and belief, Skooly specifically and intentionally and  
10 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
11 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
12 to residents of California and this District.

13           50. On information and belief, Money Mack specifically and intentionally and  
14 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
15 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
16 to residents of California and this District.

17           51. On information and belief, Dean specifically and intentionally and  
18 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
19 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
20 to residents of California and this District.

1           52. On information and belief, DDD specifically and intentionally and  
2 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which  
3 includes the infringing work, *I Lied*) within, to, and from the State of California and/or  
4 to residents of California and this District.

5           53. On information and belief, DOES 1-10 specifically and intentionally and  
6 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* and  
7 *Ransom* mixtape (which include the infringing work, *I Lied*) within, to, and from the  
8 State of California and/or to residents of California and this District.

9           54. On information and belief, on or about December 15, 2014—three years  
10 after Johnson’s publication of the Works and one year after the hard drive was taken—  
11 Minaj released or caused to be released, distributed or caused to be distributed, marketed,  
12 and/or sold throughout the United States, and more specifically, in the State of California,  
13 the infringing album, *The Pinkprint* and *Ransom*<sup>2</sup> mixtape (which include the infringing  
14 work, *I Lied*).

15           55. On information and belief, on or about December 15, 2014—three years  
16 after Johnson’s publication of the Works and one year after the hard drive was taken—  
17 Harajuku released or caused to be released, distributed or caused to be distributed,  
18 marketed, and/or sold throughout the United States, and more specifically, in the State  
19

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20           <sup>2</sup> Available at, e.g., [https://www.discogs.com/release/13756491-Mike-Will-Made-It-](https://www.discogs.com/release/13756491-Mike-Will-Made-It-Ransom)  
21 [Ransom](https://www.discogs.com/release/13756491-Mike-Will-Made-It-Ransom) (last accessed October 25, 2023).

1 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include  
2 the Infringing work, *I Lied*).

3 56. On information and belief, on or about December 15, 2014—three years  
4 after Johnson’s publication of the Works and one year after the hard drive was taken—  
5 SOU released or caused to be released, distributed or caused to be distributed, marketed,  
6 and/or sold throughout the United States, and more specifically, in the State of California,  
7 the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing  
8 work, *I Lied*).

9 57. On information and belief, on or about December 15, 2014—three years  
10 after Johnson’s publication of the Works and one year after the hard drive was taken—  
11 UMG released or caused to be released, distributed or caused to be distributed, marketed,  
12 and/or sold throughout the United States, and more specifically, in the State of California,  
13 the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing  
14 work, *I Lied*).

15 58. On information and belief, on or about December 15, 2014—three years  
16 after Johnson’s publication of the Works and one year after the hard drive was taken—  
17 WB Music released or caused to be released, distributed or caused to be distributed,  
18 marketed, and/or sold throughout the United States, and more specifically, in the State  
19 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include  
20 the infringing work, *I Lied*).

1           59. On information and belief, on or about December 15, 2014—three years  
2 after Johnson’s publication of the Works and one year after the hard drive was taken—  
3 Williams released or caused to be released, distributed or caused to be distributed,  
4 marketed, and/or sold throughout the United States, and more specifically, in the State  
5 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include  
6 the infringing work, *I Lied*).

7           60. On information and belief, on or about December 15, 2014—three years  
8 after Johnson’s publication of the Works and one year after the hard drive was taken—  
9 Eardrums released or caused to be released, distributed or caused to be distributed,  
10 marketed, and/or sold throughout the United States, and more specifically, in the State  
11 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include  
12 the infringing work, *I Lied*).

13           61. On information and belief, on or about December 15, 2014—three years  
14 after Johnson’s publication of the Works and one year after the hard drive was taken—  
15 Skooly released or caused to be released, distributed or caused to be distributed,  
16 marketed, and/or sold throughout the United States, and more specifically, in the State  
17 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include  
18 the infringing work, *I Lied*).

19           62. On information and belief, on or about December 15, 2014—three years  
20 after Johnson’s publication of the Works and one year after the hard drive was taken—  
21 Money Mack released or caused to be released, distributed or caused to be distributed,

1 marketed, and/or sold throughout the United States, and more specifically, in the State  
2 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include  
3 the infringing work, *I Lied*).

4 63. On information and belief, on or about December 15, 2014—three years  
5 after Johnson’s publication of the Works and one year after the hard drive was taken—  
6 Dean released or caused to be released, distributed or caused to be distributed, marketed,  
7 and/or sold throughout the United States, and more specifically, in the State of California,  
8 the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing  
9 work, *I Lied*).

10 64. On information and belief, on or about December 15, 2014—three years  
11 after Johnson’s publication of the Works and one year after the hard drive was taken—  
12 DDD released or caused to be released, distributed or caused to be distributed, marketed,  
13 and/or sold throughout the United States, and more specifically, in the State of California,  
14 the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing  
15 work, *I Lied*).

16 65. On information and belief, on or about December 15, 2014—three years  
17 after Johnson’s publication of the Works and one year after the hard drive was taken—  
18 DOES 1-10 released or caused to be released, distributed or caused to be distributed,  
19 marketed, and/or sold throughout the United States, and more specifically, in the State  
20 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include  
21 the infringing work, *I Lied*).

1           66. On information and belief, *The Pinkprint* debuted at number two on the  
2 US Billboard 200, with 244,000 album-equivalent units (with 198,000 coming from  
3 pure sales and 46,000 combined track-equivalent units and streams) in its first week.<sup>3</sup>

4           67. On information and belief, *The Pinkprint* was streamed 16.8 million times  
5 across all on-demand streaming services in the United States during its first week.<sup>4</sup>

6           68. On information and belief, *The Pinkprint* held the number two position for  
7 three weeks before falling to number three on the *Billboard* 200.<sup>5</sup>

8           69. On February 10, 2016, the Record Industry Association of America  
9 (“RIAA”) certified the *The Pinkprint* album double platinum.<sup>6</sup>

10           70. As of January 2, 2024, *I Lied* has been streamed 6,700,000 times on Minaj’s  
11 YouTube page.<sup>7</sup>

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15 <sup>3</sup> See [https://en.wikipedia.org/wiki/The\\_Pinkprint](https://en.wikipedia.org/wiki/The_Pinkprint) (last accessed June 14, 2023).

16 <sup>4</sup> *Id.*

17 <sup>5</sup> *Id.*

18 <sup>6</sup> See [https://www.riaa.com/gold-%20platinum/?tab\\_active=default-award&ar=nicki+minaj&ti=&lab=&genre=&format=Album&date\\_option=release&from=&to=&award=&type=&category=&adv=SEARCH&col=label&ord=asc](https://www.riaa.com/gold-%20platinum/?tab_active=default-award&ar=nicki+minaj&ti=&lab=&genre=&format=Album&date_option=release&from=&to=&award=&type=&category=&adv=SEARCH&col=label&ord=asc) (last  
19 accessed June 14, 2023).

20 <sup>7</sup> See <https://www.youtube.com/watch?v=CtRVroyAUu0> last accessed January 2,  
21 2024).



1           71. As of January 2, 2024, *I Lied* has been streamed 7,330,000 times on  
2 Williams's SoundCloud account.<sup>8</sup>

3           72. The infringing work, *I Lied*, is strikingly similar (or at least, substantially  
4 similar) to and as outlined herein contains many substantially identical protectable  
5 elements from Johnson's original and unique copyright-protected Composition and  
6 Sound Recording, both of which are protected under the Copyright Act.

7           73. For example, as exhibited in the clip available at  
8 <https://youtu.be/AWCR3bITdiQ>, when played in tandem, Defendants' infringing work,  
9 *I Lied*, and Johnson's Works are virtually indistinguishable (aside from the lyrics).

10           74. Based upon Johnson's findings, an experienced forensic musicologist, Dr.  
11 Robert Tomaro, a symphonic conductor, trained in the areas of classical, popular, and  
12 commercial music, with experience in the techniques of the recording studio and in  
13 recorded music, as well as in guitar performance as a professional guitarist, and two-

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20           <sup>8</sup> See <https://soundcloud.com/mikewillmadeit/i-lied-feat-nicki> (last accessed January 2,  
21 2024).

1 time Grammy nominated producer and arranger<sup>9</sup> was retained to perform a comparative  
2 analysis of *I Lied* and *OnMySleeve*.<sup>10</sup>

3 75. After conducting a reductive analysis,<sup>11</sup> sound/recording analysis,<sup>12</sup> and  
4 timeline analysis,<sup>13</sup> Dr. Tomaro cited ***fifteen significant similarities*** between Johnson's  
5 Work and the infringing work in the following areas: "melody, harmony, melodic  
6 structure, tempo, musical arrangement, and percussion."

7 76. The significant similarities identified by Dr. Tomaro include, but are not  
8 limited to:

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11 <sup>9</sup>*Curriculum Vitae*,  
12 [https://www.forensicmusicologistroberttomaro.com/files/ugd/7cf222\\_5f7feb0a33b44](https://www.forensicmusicologistroberttomaro.com/files/ugd/7cf222_5f7feb0a33b44b1689e6b6b65937c7a4.pdf)  
13 [b1689e6b6b65937c7a4.pdf](https://www.forensicmusicologistroberttomaro.com/files/ugd/7cf222_5f7feb0a33b44b1689e6b6b65937c7a4.pdf) (last accessed January 3, 2024); Website,  
<https://www.forensicmusicologistroberttomaro.com/> (last accessed January 3, 2024).

14 <sup>10</sup> In addition to his experience as a musician according to his website, Dr. Tomaro has  
15 served as an expert on notable Copyright infringement cases, including, but not limited  
to, cases involving Walt Disney, Beyoncé, Justin Timberlake, Lil Nas X, Billie Eilish,  
and Pitbull.

16 <sup>11</sup> A reductive analysis involves comparing two or more works of music to discern fine  
17 and even minute differences and variations found in musical data through the analysis  
of the acoustical features of the works in question. This set of musical data includes  
elements of melody, harmony, rhythm, and orchestration.

18 <sup>12</sup> A recording analysis involves the identification and differentiation between two  
19 recorded works in terms of melody, harmony, and/or digital signals, in the exact form in  
which they were recorded.

20 <sup>13</sup> A timeline analysis involves creating a timeline of significant events that may be  
21 present in both recordings.

1 a. **Similar instrumental motives** – Dr. Tomaro has identified five points of  
2 similarity between the subject works’ motive and concludes that the  
3 similarities found in opening melody of *I Lied* was **copied from *On My***  
4 ***Sleeve* and inserted into *I Lied*:**

- 5 i. Both motives (signature musical phrases) are comprised of three  
6 notes;  
7 ii. Both motives consist of a phrase that begins on the tonic of the key  
8 A minor (the note: A);  
9 iii. Both motives begin by rising up a short interval to a neighboring  
10 tone;  
11 iv. Then, both motives descend to a lower neighboring tone; and  
12 v. Two out of the three pitches in both motives are the same.

13 b. **Tempos** – The tempos of both recordings are identical.

14 c. **Chord Progressions Virtually Identical** –

- 15 i. Both songs feature a slow-moving-chord that uses three chords  
16 which repeats over and over throughout the recordings; This  
17 repetition creates a somnambulant, dreamy quality in both songs;  
18 ii. Two out of the three chords in both progressions are virtually the  
19 same; the third chord only differs by one note. Dr. Tomaro notes the  
20 chord progression, which, in musical terms, is: the 6<sup>th</sup> chord to the  
21 flat 7<sup>th</sup> chord to the tonic chord, is ***uncommon and unique***;

- 1 i. The first chord in both progressions shares two out of their three
- 2 pitches, a fact that produces an almost identical harmonic effect;
- 3 i. The second chord in both chord progressions is identical. It is a G
- 4 major triad; Moreover, the voicing of the chords (the configuration
- 5 in which the notes are placed) is identical. From the lowest tone to
- 6 the highest, they are: G... B... and D;
- 7 i. Both G chords are played in the same register, making them sound
- 8 exactly alike; and
- 9 ii. The chord progressions end on the same chord, A minor.
- 10 d. **Complex Drum parts virtually identical** – There are marked similarities
- 11 in the complex and rhythmically interesting drum set parts to both songs;
- 12 Both bass drum parts use a combination of even 8<sup>th</sup> notes and syncopated
- 13 16<sup>th</sup> note figures played on the offbeats to create rhythmic interest;<sup>14</sup>
- 14 e. **Entrance of subject works identical** - At 0:00 in both recordings, the first
- 15 and most notable musical entrance is of the melody line of both songs ...
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17 <sup>14</sup> Further to Dr. Tomaro's point, the complexity of the particular drum sets in this case  
 18 are unique and uncommon. More specifically, the purpose of drums in popular music is  
 19 typically to provide a uniform, consistent pulse for the entire duration of a musical piece.  
 20 In both of these pieces, the drums are used in an atypical fashion, with the stylistic choice  
 21 to bring in a pattern of 8th and 16th syncopated rhythms in disappearing intervals.  
 Johnson's artistic choice of making said drums disappear and reappear at specific  
 intervals is an extremely unusual style, and Defendant's subsequent copying of this  
 unique and uncommon musical choice is further indicative of copyright infringement.

1 In the view of Dr. Tomaro, it is no coincidence that both recordings begin  
2 with an almost identical three note melodic motive, performed in a  
3 plaintive, yearning fashion, one that establishes the emotional state of the  
4 vocal soloist in *I Lied* as the listener follows Minaj's narrative throughout  
5 the remainder of the recording; and

6 f. The use of the drums appearing and disappearing at intervals throughout  
7 both songs.<sup>15</sup>

8 77. Consistent with Dr. Tomaro's observations, the combination and  
9 arrangement of the individual elements together constitute a unique and protectable  
10 work.

11 78. Given the 15 similarities identified by Dr. Tomaro, he concluded that the  
12 works were strikingly similar such that the similarities have not occurred by chance or  
13 by coincidence and accordingly, they must have occurred by design. He further  
14 concludes that since *OnMySleeve* is the earliest copyrighted recording of the two, it  
15 appears as if significant aspects of Mr. Johnson's musical material found in *OnMySleeve*  
16 has been appropriated by the composer of *I Lied* and incorporated into the recording of  
17 that song.

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20  
21 <sup>15</sup> See *id.*

1           79. On information and belief, given the *15 striking similarities* identified by  
2 Dr. Tomaro, Johnson's Sound Recording was sampled, and is the "core of I Lied."

3           80. Further, given these similarities, on information and belief, an exact digital  
4 copy of Johnson's Sound Recording was placed by Defendant(s) without Johnson's  
5 permission onto 2 tracks of the Defendant(s) initial master recording to serve as,  
6 including without limitation, a foundation, guide, beat track, and/or sample track.

7           81. On information and belief, Johnson's Sound Recording was converted by  
8 Defendant(s), without permission, into other formats (hereinafter referred to as "New  
9 Media"), including but not limited to MIDI (musical instrument digital instrument  
10 format), by readily-available audio product and conversion software. (*See*  
11 *e.g.*, [www.anyconv.com](http://www.anyconv.com))

12           82. On information and belief, the resultant New Media generated by  
13 Defendant(s) from Johnson's misappropriated Sound Recording contained programmed  
14 instructions, digital samples, and/or was used to control other synthesizers, sequencers,  
15 filters, and keyboards in Defendant(s)' allegedly infringing work of Johnson's protected  
16 Sound Recording copyright elements.

17           83. Johnson alleges *I Lied* contains samples of Johnson's work, and/or New  
18 Media created by Defendant's impermissible intermediate copying directly from  
19 Johnson's Sound Recording, and, in the eyes of the law, is a derivative work of  
20 Johnson's Sound Recording.

1           84. The copied protectable Sound Recording elements include, but are not  
2 limited to, actual sounds from/sound samples of Johnson's work, any and all rhythms,  
3 melodies, and harmonies created by converting the Sound Recording into other formats,  
4 and/or using the New Media to control other synthesizers, sequencers, filters, and  
5 keyboards to create internal form, rhythm, style, melody, harmony, chord pattern, and/or  
6 .wav files generated by samples, MIDI files, or other media created from the Sound  
7 Recording. The .wav (or related format) files of the, together with all the other elements,  
8 are so strikingly similar, it is readily apparent that the Sound Recording was sampled,  
9 converted, and controlled other media.

10           85. In the instant case, Johnson has not licensed Defendant(s) to do  
11 anything, and not only contends his Composition was infringed, but, in light of the  
12 protectable Sound Recording copyright elements (including, without limitation, the right  
13 to prevent others from using a direct copy of a Sound Recording owned by another, as a  
14 sample, to make media with programming instructions, to control other synthesizers,  
15 sequencers, filters, and keyboards), but his Sound Recording as well.

16           86. Conversion of existing sound recordings to other formats saves time in  
17 creating a new work with the same form (*e.g.* Sonata, Rondo) and ability to control other  
18 media, including without limitation, synthesizers, sequencers, filters, and keyboards. All  
19 the foregoing elements can be, and in this case, were derived directly from the Sound  
20 Recording via music tools in an exact digital copy. Defendants' unlicensed  
21

1 copying and converting Johnson's Sound Recording in such a manner is in and of itself  
2 infringement of the Sound Recording.

3 87. Accordingly, Defendants are in violation of the 1978 Copyright Act (*e.g.*,  
4 17 U.S.C. §501 *et seq.*), including by infringing upon Johnson's unique copyright-  
5 protected Works, by taking, copying, using, performing, and misappropriating the same  
6 for *I Lied*, *The Pinkprint* album, and *Ransom* mixtape without the permission and  
7 consent of Johnson.

8 88. As noted above, Johnson published and disseminated his works via  
9 YouTube and various social media platforms, disseminated the work via the Internet,  
10 and on information and belief, thereby caused the works to be viewed by at least one of  
11 the Defendants and or their/its agents.

12 89. Also as noted above, on information and belief, at least Williams or another  
13 Defendant personally or via affiliates, obtained access the Works via improper  
14 possession of Johnson's hard drive that was taken from an audio production studio room  
15 at the Institute.

16 90. As outlined above and concluded by the forensic musicologist, on  
17 information and belief, there are too many striking similarities between the infringing  
18 work and Johnson's Works to have been caused by chance or coincidence. Accordingly,  
19 it may be surmised that the striking similarities are *by design* and evince Defendants'  
20 access to Johnson's Works and copying thereof.



1           91. Despite such direct copying of the underlying Composition and sampling  
2 of the Sound Recording, Defendants failed to credit or compensate Johnson or even seek  
3 a license from Johnson.

4           92. Johnson is and continues to be the sole author, creator, composer, writer,  
5 and producer of the Works in addition to, being the sole legal and/or beneficial owner  
6 of all copyright interest therein.

7           93. Defendants knowingly and intentionally credited other parties as being  
8 authors of Defendants' infringing work, *I Lied*—to the exclusion of Johnson. Exhibit C.

9           94. On information and belief, Minaj, individually or acting in concert with one  
10 or more of the other Defendants, gave clearance and approval for, facilitated, promoted  
11 and/or otherwise supported the release and distribution of Defendants' infringing work,  
12 *I Lied* throughout the world and, more specifically, into and throughout the State of  
13 California.

14           95. On information and belief, Harajuku, on its own or acting in concert with  
15 one or more of the other Defendants, gave clearance and approval for, facilitated,  
16 promoted and/or otherwise supported the release and distribution of Defendants'  
17 infringing work, *I Lied* throughout the world and, more specifically, into and throughout  
18 the State of California.

19           96. On information and belief, SOU, on its own or acting in concert with one  
20 or more of the other Defendants, gave clearance and approval for, facilitated, promoted  
21 and/or otherwise supported the release and distribution of Defendants' infringing work,

1 *I Lied* throughout the world and, more specifically, into and throughout the State of  
2 California.

3 97. On information and belief, UMG, on its own or acting in concert with one  
4 or more of the other Defendants, gave clearance and approval for, facilitated, promoted  
5 and/or otherwise supported the release and distribution of Defendants' infringing work,  
6 *I Lied* throughout the world and, more specifically, into and throughout the State of  
7 California.

8 98. On information and belief, WB Music, on its own or acting in concert with  
9 one or more of the other Defendants, gave clearance and approval for, facilitated,  
10 promoted and/or otherwise supported the release and distribution of Defendants'  
11 infringing work, *I Lied* throughout the world and, more specifically, into and throughout  
12 the State of California.

13 99. On information and belief, Williams, individually or acting in concert with  
14 one or more of the other Defendants, gave clearance and approval for, facilitated,  
15 promoted and/or otherwise supported the release and distribution of Defendants'  
16 infringing work, *I Lied* throughout the world and, more specifically, into and throughout  
17 the State of California.

18 100. On information and belief, Eardrums, on its own or acting in concert  
19 with one or more of the other Defendants, gave clearance and approval for, facilitated,  
20 promoted and/or otherwise supported the release and distribution of Defendants'  
21

1 infringing work, *I Lied* throughout the world and, more specifically, into and throughout  
2 the State of California.

3 101. On information and belief, Skooly, individually or acting in concert with  
4 one or more of the other Defendants, gave clearance and approval for, facilitated,  
5 promoted and/or otherwise supported the release and distribution of Defendants'  
6 infringing work, *I Lied* throughout the world and, more specifically, into and throughout  
7 the State of California.

8 102. On information and belief, Money Mack, on its own or acting in concert  
9 with one or more of the other Defendants, gave clearance and approval for, facilitated,  
10 promoted and/or otherwise supported the release and distribution of Defendants'  
11 infringing work, *I Lied* throughout the world and, more specifically, into and throughout  
12 the State of California.

13 103. On information and belief, Dean, individually or acting in concert with one  
14 or more of the other Defendants, gave clearance and approval for, facilitated, promoted  
15 and/or otherwise supported the release and distribution of Defendants' infringing work,  
16 *I Lied* throughout the world and, more specifically, into and throughout the State of  
17 California.

18 104. On information and belief, DDD, on its own or acting in concert with one  
19 or more of the other Defendants, gave clearance and approval for, facilitated, promoted  
20 and/or otherwise supported the release and distribution of Defendants' infringing work,  
21

1 *I Lied* throughout the world and, more specifically, into and throughout the State of  
2 California.

3 105. On information and belief, DOES 1-10, individually or acting in concert  
4 with one or more of the other Defendants, gave clearance and approval for, facilitated,  
5 promoted and/or otherwise supported the release and distribution of Defendants'  
6 infringing work, *I Lied* throughout the world and, more specifically, into and throughout  
7 the State of California.

8 106. On information and belief, Minaj, individually or acting in concert with one  
9 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,  
10 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and  
11 stream of commerce without due credit or compensation to Johnson for Defendant's use  
12 of Johnson's copyright protected Composition and/or Sound Recording.

13 107. On information and belief, Harajuku, on its own or acting in concert with  
14 one or more of the other Defendants, placed the infringing work, *I Lied*, the infringing  
15 album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide  
16 marketplaces and stream of commerce without due credit or compensation to Johnson  
17 for Defendant's use of Johnson's copyright protected Composition and/or Sound  
18 Recording.

19 108. On information and belief, SOU, on its own or acting in concert with one  
20 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,  
21 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and

1 stream of commerce without due credit or compensation to Johnson for Defendant's use  
2 of Johnson's copyright protected Composition and/or Sound Recording.

3 109. On information and belief, UMG, on its own or acting in concert with one  
4 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,  
5 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and  
6 stream of commerce without due credit or compensation to Johnson for Defendant's use  
7 of Johnson's copyright protected Composition and/or Sound Recording.

8 110. On information and belief, WB Music, on its own or acting in concert with  
9 one or more of the other Defendants, placed the infringing work, *I Lied*, the infringing  
10 album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide  
11 marketplaces and stream of commerce without due credit or compensation to Johnson  
12 for Defendant's use of Johnson's copyright protected Composition and/or Sound  
13 Recording.

14 111. On information and belief, Williams, individually or acting in concert with  
15 one or more of the other Defendants, placed the infringing work, *I Lied*, the infringing  
16 album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide  
17 marketplaces and stream of commerce without due credit or compensation to Johnson  
18 for Defendant's use of Johnson's copyright protected Composition and/or Sound  
19 Recording.

20 112. On information and belief, Eardrums, on its own or acting in concert  
21 with one or more of the other Defendants, placed the infringing work, *I Lied*, the

1 infringing album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide  
2 marketplaces and stream of commerce without due credit or compensation to Johnson  
3 for Defendant's use of Johnson's copyright protected Composition and/or Sound  
4 Recording.

5 113. On information and belief, Skooly, individually or acting in concert with  
6 one or more of the other Defendants, placed the infringing work, *I Lied*, the infringing  
7 album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide  
8 marketplaces and stream of commerce without due credit or compensation to Johnson  
9 for Defendant's use of Johnson's copyright protected Composition and/or Sound  
10 Recording.

11 114. On information and belief, Money Mack, on its own or acting in concert  
12 with one or more of the other Defendants, placed the infringing work, *I Lied*, the  
13 infringing album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide  
14 marketplaces and stream of commerce without due credit or compensation to Johnson  
15 for Defendant's use of Johnson's copyright protected Composition and/or Sound  
16 Recording.

17 115. On information and belief, Dean, individually or acting in concert with one  
18 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,  
19 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and  
20 stream of commerce without due credit or compensation to Johnson for Defendant's use  
21 of Johnson's copyright protected Composition and/or Sound Recording.

1           116. On information and belief, DDD, on its own or acting in concert with one  
2 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,  
3 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and  
4 stream of commerce without due credit or compensation to Johnson for Defendant's use  
5 of Johnson's copyright protected Composition and/or Sound Recording.

6           117. On information and belief, DOES 1-10, individually or acting in concert  
7 with one or more of the other Defendants, placed the infringing work, *I Lied*, the  
8 infringing album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide  
9 marketplaces and stream of commerce without due credit or compensation to Johnson  
10 for Defendant's use of Johnson's copyright protected Composition and/or Sound  
11 Recording.

12           118. On information and belief, Minaj, individually or acting in concert with one  
13 or more other Defendants managed, produced, composed, arranged, controlled, released,  
14 performed, broadcast, and/or caused *I Lied* to be performed or broadcast worldwide and  
15 in the State of California without the express permission or consent of Johnson.

16           119. On information and belief, Harajuku, on its own or acting in concert with  
17 one or more other Defendants managed, produced, composed, arranged, controlled,  
18 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast  
19 worldwide and in the State of California without the express permission or consent of  
20 Johnson.

1           120. On information and belief, SOU, on its own or acting in concert with one  
2 or more other Defendants managed, produced, composed, arranged, controlled, released,  
3 performed, broadcast, and/or caused *I Lied* to be performed or broadcast worldwide and  
4 in the State of California without the express permission or consent of Johnson.

5           121. On information and belief, UMG, on its own or acting in concert with one  
6 or more other Defendants managed, produced, composed, arranged, controlled, released,  
7 performed, broadcast, and/or caused *I Lied* to be performed or broadcast worldwide and  
8 in the State of California without the express permission or consent of Johnson.

9           122. On information and belief, WB Music, on its own or acting in concert with  
10 one or more other Defendants managed, produced, composed, arranged, controlled,  
11 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast  
12 worldwide and in the State of California without the express permission or consent of  
13 Johnson.

14           123. On information and belief, Williams, individually or acting in concert with  
15 one or more other Defendants managed, produced, composed, arranged, controlled,  
16 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast  
17 worldwide and in the State of California without the express permission or consent of  
18 Johnson.

19           124. On information and belief, Eardrums, on its own or acting in concert  
20 with one or more other Defendants managed, produced, composed, arranged, controlled,  
21 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast



1 worldwide and in the State of California without the express permission or consent of  
2 Johnson.

3 125. On information and belief, Skooly, individually or acting in concert with  
4 one or more other Defendants managed, produced, composed, arranged, controlled,  
5 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast  
6 worldwide and in the State of California without the express permission or consent of  
7 Johnson.

8 126. On information and belief, Money Mack Music, on its own or acting in  
9 concert with one or more other Defendants managed, produced, composed, arranged,  
10 controlled, released, performed, and/or caused *I Lied* to be performed worldwide and in  
11 the State of California without the express permission or consent of Johnson.

12 127. On information and belief, Dean, individually or acting in concert with one  
13 or more other Defendants managed, produced, composed, arranged, controlled, released,  
14 performed, and/or caused *I Lied* to be performed worldwide and in the State of California  
15 without the express permission or consent of Johnson.

16 128. On information and belief, DDD, on its own or acting in concert with one  
17 or more other Defendants managed, produced, composed, arranged, controlled, released,  
18 performed, and/or caused *I Lied* to be performed worldwide and in the State of California  
19 without the express permission or consent of Johnson.

20 129. On information and belief, DOES 1-10, individually or acting in concert  
21 with one or more other Defendants managed, produced, composed, arranged, controlled,

1 released, performed, and/or caused *I Lied* to be performed worldwide and in the State of  
2 California without the express permission or consent of Johnson.

3 130. On information and belief, Minaj, individually or acting in concert with one  
4 or more other Defendants controlled, governed, and/or managed significant contractual  
5 and financial aspects involved in the management, production, creation, release,  
6 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

7 131. On information and belief, Harajuku, on its own or acting in concert with  
8 one or more other Defendants, controlled, governed, and/or managed significant  
9 contractual and financial aspects involved in the management, production, creation,  
10 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and  
11 *Ransom*.

12 132. On information and belief, SOU, on its own or acting in concert with one  
13 or more other Defendants, controlled, governed, and/or managed significant contractual  
14 and financial aspects involved in the management, production, creation, release,  
15 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

16 133. On information and belief, UMG, on its own or acting in concert with one  
17 or more other Defendants, controlled, governed, and/or managed significant contractual  
18 and financial aspects involved in the management, production, creation, release,  
19 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

20 134. On information and belief, WB Music, on its own or acting in concert with  
21 one or more other Defendants, controlled, governed, and/or managed significant

1 contractual and financial aspects involved in the management, production, creation,  
2 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and  
3 *Ransom*.

4 135. On information and belief, Williams, individually or acting in concert with  
5 one or more other Defendants controlled, governed, and/or managed significant  
6 contractual and financial aspects involved in the management, production, creation,  
7 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and  
8 *Ransom*.

9 136. On information and belief, Eardrums, on its own or acting in concert  
10 with one or more other Defendants, controlled, governed, and/or managed significant  
11 contractual and financial aspects involved in the management, production, creation,  
12 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and  
13 *Ransom*.

14 137. On information and belief, Skooly, individually or acting in concert with  
15 one or more other Defendants controlled, governed, and/or managed significant  
16 contractual and financial aspects involved in the management, production, creation,  
17 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and  
18 *Ransom*.

19 138. On information and belief, Money Mack, on its own or acting in concert  
20 with one or more other Defendants, controlled, governed, and/or managed significant  
21 contractual and financial aspects involved in the management, production, creation,

1 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and  
2 *Ransom*.

3 139. On information and belief, Dean, individually or acting in concert with one  
4 or more other Defendants controlled, governed, and/or managed significant contractual  
5 and financial aspects involved in the management, production, creation, release,  
6 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

7 140. On information and belief, DDD, on its own or acting in concert with one  
8 or more other Defendants, controlled, governed, and/or managed significant contractual  
9 and financial aspects involved in the management, production, creation, release,  
10 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

11 141. On information and belief, DOES 1-10, individually or acting in concert  
12 with one or more other Defendants controlled, governed, and/or managed significant  
13 contractual and financial aspects involved in the management, production, creation,  
14 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and  
15 *Ransom*

16 142. On information and belief, Minaj knew of or had reason to know of and/or  
17 cleared and approved, directly, and/or by way of her labels, its departments, subdivisions,  
18 subsidiaries including, but not limited to one or more of the other Defendants, the  
19 contractual retainers, agreements, contracts of all collaborating songwriters and/or  
20 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the  
21 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

1           143. On information and belief, Harajuku knew of or had reason to know of  
2 and/or cleared and approved, directly, and/or by way of its labels, departments,  
3 subdivisions, subsidiaries including, but not limited to one or more of the other  
4 Defendants, the contractual retainers, agreements, contracts of all collaborating  
5 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*  
6 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

7           144. On information and belief, SOU knew of or had reason to know of and/or  
8 cleared and approved, directly, and/or by way of its labels, departments, subdivisions,  
9 subsidiaries including, but not limited to one or more of the other Defendants, the  
10 contractual retainers, agreements, contracts of all collaborating songwriters and/or  
11 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the  
12 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

13           145. On information and belief, UMG knew of or had reason to know of and/or  
14 cleared and approved, directly, and/or by way of its labels, departments, subdivisions,  
15 subsidiaries including, but not limited to one or more of the other Defendants, the  
16 contractual retainers, agreements, contracts of all collaborating songwriters and/or  
17 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the  
18 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

19           146. On information and belief, WB Music knew of or had reason to know of  
20 and/or cleared and approved, directly, and/or by way of its labels, departments,  
21 subdivisions, subsidiaries including, but not limited to one or more of the other

1 Defendants, the contractual retainers, agreements, contracts of all collaborating  
2 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*  
3 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

4 147. On information and belief, Williams knew of or had reason to know of  
5 and/or cleared and approved, directly, and/or by way of his labels, departments,  
6 subdivisions, subsidiaries including, but not limited to one or more of the other  
7 Defendants, the contractual retainers, agreements, contracts of all collaborating  
8 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*  
9 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

10 148. On information and belief, Eardrums knew of or had reason to know of  
11 and/or cleared and approved, directly, and/or by way of its labels, departments,  
12 subdivisions, subsidiaries including, but not limited to one or more of the other  
13 Defendants, the contractual retainers, agreements, contracts of all collaborating  
14 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*  
15 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

16 149. On information and belief, Skooly knew of or had reason to know of and/or  
17 cleared and approved, directly, and/or by way of his labels, departments, subdivisions,  
18 subsidiaries including, but not limited to one or more of the other Defendants, the  
19 contractual retainers, agreements, contracts of all collaborating songwriters and/or  
20 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the  
21 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

1           150. On information and belief, Money Mack knew of or had reason to know of  
2 and/or cleared and approved, directly, and/or by way of its labels, departments,  
3 subdivisions, subsidiaries including, but not limited to one or more of the other  
4 Defendants, the contractual retainers, agreements, contracts of all collaborating  
5 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*  
6 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

7           151. On information and belief, Dean knew of or had reason to know of and/or  
8 cleared and approved, directly, and/or by way of her labels, departments, subdivisions,  
9 subsidiaries including, but not limited to one or more of the other Defendants, the  
10 contractual retainers, agreements, contracts of all collaborating songwriters and/or  
11 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the  
12 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

13           152. On information and belief, DDD knew of or had reason to know of and/or  
14 cleared and approved, directly, and/or by way of its labels, departments, subdivisions,  
15 subsidiaries including, but not limited to one or more of the other Defendants, the  
16 contractual retainers, agreements, contracts of all collaborating songwriters and/or  
17 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the  
18 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

19           153. On information and belief, DOES 1-10 knew of or had reason to know of  
20 and/or cleared and approved, directly, and/or by way of their labels, departments,  
21 subdivisions, subsidiaries including, but not limited to one or more of the other

1 Defendants, the contractual retainers, agreements, contracts of all collaborating  
2 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*  
3 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

4 154. On information and belief, Minaj worked, conducted business, and/or  
5 appeared at various music studios within the State of California; caused, assisted, aided,  
6 booked, and/or caused herself to be scheduled to appear, perform, and/or work at various  
7 music studios and/or music performance venues in California; and/or participated in  
8 music production on behalf of one or more other Defendants with the intention of  
9 marketing and distributing *I Lied* in California and to California residents.

10 155. On information and belief, Harajuku caused, assisted, aided, booked, and/or  
11 scheduled Minaj to appear, perform, and/or work at various music studios and/or music  
12 performance venues in California; and/or participated in music production on behalf of  
13 one or more other Defendants with the intention of marketing and distributing *I Lied* in  
14 California and to California residents.

15 156. On information and belief, SOU caused, assisted, aided, booked, and/or  
16 scheduled Minaj to appear, perform, and/or work at various music studios and/or music  
17 performance venues in California; and/or participated in music production on behalf of  
18 one or more other Defendants with the intention of marketing and distributing *I Lied* in  
19 California and to California residents.

20 157. On information and belief, UMG caused, assisted, aided, booked, and/or  
21 scheduled Minaj to appear, perform, and/or work at various music studios and/or music



1 performance venues in California; and/or participated in music production on behalf of  
2 one or more other Defendants with the intention of marketing and distributing *I Lied* in  
3 California and to California residents.

4 158. On information and belief, WB Music caused, assisted, aided, booked,  
5 and/or scheduled Minaj to appear, perform, and/or work at various music studios and/or  
6 music performance venues in California; and/or participated in music production on  
7 behalf of one or more other Defendants with the intention of marketing and distributing  
8 *I Lied* in California and to California residents.

9 159. On information and belief, Williams worked, conducted business, and/or  
10 appeared at various music studios within the State of California; caused, assisted, aided,  
11 booked, and/or caused Minaj to be scheduled to appear, perform, and/or work at various  
12 music studios and/or music performance venues in California; and/or participated in  
13 music production on behalf of one or more other Defendants with the intention of  
14 marketing and distributing *I Lied* in California and to California residents.

15 160. On information and belief, Eardrums caused, assisted, aided, booked,  
16 and/or scheduled Minaj to appear, perform, and/or work at various music studios and/or  
17 music performance venues in California; and/or participated in music production on  
18 behalf of one or more other Defendants with the intention of marketing and distributing  
19 *I Lied* in California and to California residents.

20 161. On information and belief, Skooly worked, conducted business, and/or  
21 appeared at various music studios within the State of California; caused, assisted, aided,

1 booked, and/or caused Minaj to be scheduled to appear, perform, and/or work at various  
2 music studios and/or music performance venues in California; and/or participated in  
3 music production on behalf of one or more other Defendants with the intention of  
4 marketing and distributing *I Lied* in California and to California residents.

5 162. On information and belief, Money Mack worked, conducted business,  
6 and/or appeared at various music studios within the State of California; and/or  
7 participated in music production on behalf of one or more other Defendants with the  
8 intention of marketing and distributing *I Lied* in California and to California residents.

9 163. On information and belief, Dean worked, conducted business, and/or  
10 appeared at various music studios within the State of California; and/or participated in  
11 music production on behalf of one or more other Defendants with the intention of  
12 marketing and distributing *I Lied* in California and to California residents.

13 164. On information and belief, DDD worked, conducted business, and/or  
14 appeared at various music studios within the State of California; and/or participated in  
15 music production on behalf of one or more other Defendants with the intention of  
16 marketing and distributing *I Lied* in California and to California residents.

17 165. On information and belief, DOES 1-10 worked, conducted business, and/or  
18 appeared at various music studios within the State of California; caused, assisted, aided,  
19 booked, and/or scheduled Minaj to appear, perform, and/or work at various music  
20 studios and/or music performance venues in California; and/or participated in music  
21

1 production on behalf of one or more other Defendants with the intention of marketing  
2 and distributing *I Lied* in California and to California residents.

3 ***Johnson's Discovery of the Infringing Work***

4 166. In or about January 2022, while surfing Facebook Reels, a video of Minaj  
5 was suggested to Johnson. Johnson watched the Reel and after researching the  
6 approximately 16-second clip, he then discovered the song *I Lied* via a Google® Search  
7 of “Did I Lie” + “Niki Minaj”.

8 167. Upon his first hearing of *I Lied*, Johnson immediately recognized that, with  
9 the exception of the vocals, virtually all critical elements in *I Lied* were substantially  
10 similar and/or strikingly similar to those of his copyrighted Works.

11 168. Johnson obtained a copyright registration for the Works from the United  
12 States Copyright Office on February 16, 2022. Exhibit B.<sup>16</sup>

13 169. Soon thereafter, on or about March 31, 2022, Johnson, by and through his  
14 undersigned counsel, sent a cease and desist letter to UMG and Minaj to avoid further  
15 harm to Johnson.

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19 <sup>16</sup> On October 7, 2023, Johnson applied for a supplementary registration to amplify the  
20 claim and clarify the record regarding the inclusion and/or ownership of the underlying  
21 composition of *OnMySleeve*. The supplementary registration has duly issued at SR 984-  
874. Exhibit D.

1           170. UMG and Minaj ignored the demand, and to date, continue to exploit the  
2 Composition and/or Sound Recording to Johnson's detriment and to Defendants'  
3 continued profit.

4           ***Defendants' Continuing Infringement, Wrongful Acts, and Harm to Johnson***

5           171. Since each sale, stream, or duplicate constitutes a separate claim against  
6 Defendants under the Copyright Act, Johnson has sustained and will continue to sustain  
7 substantial damages to the value of his copyright in that the previously described  
8 activities of Defendants have diminished and will continue to diminish the revenues in  
9 which Johnson would have otherwise been able to realize but for the unlawful  
10 infringement of his Composition and/or Sound Recording.

11           172. Defendants have realized unlawful and unjust profits from their  
12 unauthorized and illegal copying, duplications, distribution, and release of Johnson's  
13 original copyright protected Composition and/or Sound Recording and derivatives  
14 thereof—including, in particular, *I Lied*.

15           173. Defendants continue to infringe Johnson's copyright in *OnMySleeve* and  
16 unless temporarily, preliminarily, and permanently enjoined by Order of this Court, will  
17 continue to infringe said copyrights, all to Johnson's irreparable injury.

18           174. As a result of Defendants' acts of infringement, Johnson is without an  
19 adequate remedy at law in that the full scope of damages are difficult to ascertain and,  
20 unless injunctive relief is granted as prayed for herein, Johnson may be required to  
21 pursue a multiplicity of actions.



1 181. For example, Williams was alleged to have been provided “with a copy of  
2 [a] promotional mix, The Big Bang, containing the original musical composition ‘J’s On  
3 My Feet ft Fleetwood’” authored by an up-and-coming artist (“Asher”).<sup>17</sup>

4 182. Shortly after having been given the composition by an acquaintance of  
5 Asher, Williams was alleged to have “posted a message to his verified Twitter handle  
6 @MikeWiLLMadeIt: ‘First song drops soon. It’s called ‘23’ and its (sic) NOT  
7 RIGHT.’”<sup>18</sup>

8 183. A few months later, Williams, Eardrummers, SOU, UMG, WB Music, and  
9 others published and released an album, *Bangerz* which included “23s (J’s On My Feet)”  
10 which was alleged to have infringed Asher’s composition “J’s On My Feet.”<sup>19</sup>

11 184. On information and belief, Asher’s composition “J’s On My Feet” has since  
12 been removed from the Internet to eliminate all evidence of the infringement as a term  
13 of the parties’ settlement agreement.

14 185. On information and belief, to avoid admitting liability, Williams settled  
15 with Asher.

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17  
18 <sup>17</sup> *Asher v. Cyrus*, 1:18-cv-02288, (D. Colo. Oct 23, 2018), Am. Compl. (ECF No. 29)  
19 at ¶¶34, available at <https://www.courtlistener.com/docket/13561891/29/asher-v-cyrus/>. Defendants point out that the infringement in this case is not limited to the  
20 composition but also infringement of her lyrics. Mtn to Dismiss. Dkt. 54-1 at 17.

21 <sup>18</sup> *Id.* at ¶35.

<sup>19</sup> *Id.* at ¶¶36-37, 39.

1           186. On information and belief, to avoid a finding of liability, Williams settled  
2 with Asher.

3           187. On information and belief, to avoid admitting liability, Eardrums,   
4 settled with Asher.

5           188. On information and belief, to avoid a finding of liability, Eardrums  
6 settled with Asher.

7           189. On information and belief, to avoid admitting liability, SOU, settled with  
8 Asher.

9           190. On information and belief, to avoid a finding of liability, SOU settled with  
10 Asher.

11           191. On information and belief, to avoid admitting liability, UMG, settled with  
12 Asher.

13           192. On information and belief, to avoid a finding of liability, UMG settled with  
14 Asher.

15           193. On information and belief, to avoid admitting liability, WB Music, settled  
16 with Asher.

17           194. On information and belief, to avoid a finding of liability, WB Music, settled  
18 with Asher.

19           195. On information and belief, Eardrums, SOU, UMG, and WB Music have  
20 a history or pattern of, at least, complicity in Williams's infringing conduct.  
21

1           196. On information and belief, Eardrummers, SOU, UMG, and WB Music have  
2 a policy or practice of turning a blind eye to infringing conduct of its agents and  
3 contractors.

4           197. In another instance, involving the same album, Williams was alleged to  
5 have been directly involved in the selection and misappropriation of the works belonging  
6 to a Jamaican artist (“May”).<sup>20</sup>

7           198. On information and belief, to avoid admitting liability, Williams, settled  
8 with May.

9           199. On information and belief, to avoid a finding of liability, Williams, settled  
10 with May.

11           200. In yet another instance of copyright infringement for that same *Bangerz*  
12 album, Williams was alleged to have stolen a work (*i.e.*, title, lyrics, music) from a  
13 gentleman (“Cruz”) who, at the time of the alleged misappropriation, was incarcerated.  
14 Cruz alleged that the published work was virtually identical and Williams took credit for  
15 the entire work.<sup>21</sup>

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18           <sup>20</sup>*May v. Cyrus*, 1:18-cv-02238, (S.D.N.Y. June 5, 2018), 2nd Am. Compl. (Dkt. 32)  
19 available at <https://www.courtlistener.com/docket/6333384/32/may-v-cyrus/>.

20           <sup>21</sup> *Cruz v. RCA Record label*, 3:14-cv-00623 (M.D. Tenn. Feb 4, 2014), Am. Compl.  
21 (ECF No. 89), available at <https://www.courtlistener.com/docket/5068677/89/cruz-v-rca-record-label/>.



1           201. On information and belief, prior to being served and entering an appearance  
2 in the case, Williams settled with Cruz.

3           202. On information and belief, as in the similarly situated instances above,  
4 Williams had access to Johnson's Composition and/or Sound Recording when he copied,  
5 took, used, misappropriated, and incorporated it/them into the infringing work, *I Lied*,  
6 and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

7           203. Upon accessing Johnson's Composition and/or Sound Recording, Williams  
8 took and continues to take, use, usurp, copy, make derivative works of, and publicly  
9 perform Johnson's Composition and/or Sound Recording knowing he did not write,  
10 create, author, arrange, compose, or produce the Composition and/or Sound Recording  
11 which is/are incorporated into Defendants' infringing work, *I Lied*, and the infringing  
12 album, *The Pinkprint* and *Ransom* mixtape.

13           204. Williams never sought to secure a license or other permission from Johnson  
14 and never obtained any permission from Johnson.

15           205. Given the instances and circumstances closely resembling those involving  
16 Williams, Johnson's recited beliefs regarding Williams's role in the other allegations  
17 made herein are substantiated and justified.

18           206. On information and belief, Minaj is also likely to bear substantial fault  
19 regarding infringement of the Composition and/or Sound Recording as she also has a  
20 history and/or pattern of misappropriating the intellectual property of creators and  
21 without due compensation to those artists.

1           207. In one instance, Minaj is accused of misappropriating several copyrighted  
2 images, and despite the owner's numerous demands to cease the infringing conduct,  
3 Minaj is alleged to have continued to use, copy, and distribute the images without  
4 consent and compensation to the owner.<sup>22</sup>

5           208. On information and belief, to avoid admitting liability, Minaj, settled with  
6 the owner.

7           209. On information and belief, to avoid a finding of liability, Minaj, settled with  
8 the owner.

9           210. In another case, *Rich Sex* artist, Headley ("Headley") alleges that he had "a  
10 long-standing relationship" with Minaj; that he let Minaj hear his song, *Rich Sex*; that  
11 he informed Minaj that he intended to include the song on his own album; and that Minaj  
12 "admitted/acknowledged to [Headley] that his song was a hit, was extremely marketable  
13 and would be a global commercial success."<sup>23</sup>

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17 <sup>22</sup>*Splash News and Picture Agency, LLC v. Onika Tanya Maraj*, 2:20-cv-00551, (C.D.  
18 Cal.), 1st Am. Compl. (Dkt. 36), available at  
<https://www.courtlistener.com/docket/16729485/36/splash-news-and-picture-agency-llc-v-onika-tanya-maraj/>

19 <sup>23</sup> *Headley v. Universal Music Group, Inc.*, 1:20-cv-11120, (S.D.N.Y. Mar 22, 2021),  
20 Am. Compl. (ECF No. 40) at ¶¶ 88, 100, available at  
21 <https://www.courtlistener.com/docket/27457078/40/headley-v-universal-music-group-inc/>.

1           211. Headley alleges that Minaj requested a copy of the song, and two years  
2 later, Headley learned that Minaj, without his consent and without compensation,  
3 misappropriated his song and incorporated it on her album, *Queen*.<sup>24</sup>

4           212. On information and belief, to avoid admitting liability, Minaj, settled with  
5 Headley.

6           213. On information and belief, to avoid a finding of liability, Minaj, settled with  
7 Headley.

8           214. Similarly, on information and belief, Minaj had access to Johnson's  
9 Composition, Sound Recording, and/or infringing derivative thereof when she copied,  
10 took, used, misappropriated, and incorporated it/them into the infringing work, *I Lied*,  
11 and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

12           215. Upon accessing Johnson's Composition, Sound Recording, and/or  
13 infringing derivative, Minaj took and continues to take, use, usurp, copy, make  
14 derivative works of, and publicly perform Johnson's Composition and/or Sound  
15 Recording knowing she did not write, create, author, arrange, compose, or produce the  
16 Composition and/or Sound Recording which is/are incorporated into Defendants'  
17 infringing work, *I Lied*, and the infringing album, *The Pinkprint* and *Ransom* mixtape.

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21 <sup>24</sup> *Id.* at, e.g., ¶¶ 104.

1           216. Minaj never sought to secure a license or other permission from Johnson  
2 and never obtained any permission from Johnson.

3           217. Considering Minaj's track record of copyright infringement, particularly  
4 the accusations of infringement made by someone alleged to have a "long-standing  
5 relationship" her, Johnson's belief that he, a stranger, is not immune from having his  
6 own creative works intentionally infringed upon by Minaj and, thus his belief is well-  
7 founded.

8           218. On information and belief, Harajuku obtained access to Johnson's  
9 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded  
10 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into  
11 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*  
12 mixtape.

13           219. Upon accessing Johnson's Composition, Sound Recording, and/or  
14 infringing derivative, Harajuku took and continues to take, use, usurp, copy, make  
15 derivative works of, and publicly perform Johnson's Composition and/or Sound  
16 Recording knowing it did not write, create, author, arrange, compose, or produce the  
17 Composition and/or Sound Recording which is/are incorporated into Defendants'  
18 infringing work, *I Lied*, and the infringing album, *The Pinkprint* and *Ransom* mixtape.

19           220. Harajuku never sought to secure a license or other permission from Johnson  
20 and never obtained any permission from Johnson.

1           221. On information and belief, SOU obtained access to Johnson's Composition,  
2 Sound Recording, and/or infringing derivative and thereafter proceeded to copy,  
3 misappropriate, and/or incorporate its musical and/or lyrical contribution into the  
4 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

5           222. Upon accessing Johnson's Composition, Sound Recording, and/or  
6 infringing derivative, SOU took and continues to take, use, usurp, copy, make derivative  
7 works of, and publicly perform Johnson's Composition and/or Sound Recording  
8 knowing it did not write, create, author, arrange, compose, or produce the Composition  
9 and/or Sound Recording which is/are incorporated into Defendants' infringing work, *I*  
10 *Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

11           223. SOU never sought to secure a license or other permission from Johnson and  
12 never obtained any permission from Johnson.

13           224. Given SOU's apparent complicity in Williams's history of infringement,  
14 Johnson's belief of SOU's involvement is well-founded.

15           225. On information and belief, UMG obtained access to Johnson's  
16 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded  
17 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into  
18 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*  
19 mixtape.

20           226. Upon accessing Johnson's Composition, Sound Recording, and/or  
21 infringing derivative, UMG took and continues to take, use, usurp, copy, make

1 derivative works of, and publicly perform Johnson's Composition and/or Sound  
2 Recording knowing it did not write, create, author, arrange, compose, or produce the  
3 Composition and/or Sound Recording which is/are incorporated into Defendants'  
4 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

5 227. UMG never sought to secure a license or other permission from Johnson  
6 and never obtained any permission from Johnson.

7 228. Given UMG's apparent complicity in Williams's history of infringement,  
8 Johnson's belief of UMG's involvement is well-founded.

9 229. On information and belief, WB Music obtained access to Johnson's  
10 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded  
11 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into  
12 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*  
13 mixtape.

14 230. Upon accessing Johnson's Composition, Sound Recording, and/or  
15 infringing derivative, WB Music took and continues to take, use, usurp, copy, make  
16 derivative works of, and publicly perform Johnson's Composition and/or Sound  
17 Recording knowing it did not write, create, author, arrange, compose, or produce the  
18 Composition and/or Sound Recording which is/are incorporated into Defendants'  
19 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

20 231. WB Music never sought to secure a license or other permission from  
21 Johnson and never obtained any permission from Johnson.

1           232. Given WB Music's apparent complicity in Williams's history of  
2 infringement, Johnson's belief of WB Music's involvement is well-founded.

3           233. On information and belief, Eardrums obtained access to Johnson's  
4 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded  
5 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into  
6 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*  
7 mixtape.

8           234. Given Eardrums' apparent complicity in Williams's history of  
9 infringement, Johnson's belief of Eardrums' involvement is well-founded.

10          235. Upon accessing Johnson's Composition, Sound Recording, and/or  
11 infringing derivative, Eardrums took and continues to take, use, usurp, copy, make  
12 derivative works of, and publicly perform Johnson's Composition and/or Sound  
13 Recording knowing it did not write, create, author, arrange, compose, or produce the  
14 Composition and/or Sound Recording which is/are incorporated into Defendants'  
15 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

16          236. Eardrums never sought to secure a license or other permission from  
17 Johnson and never obtained any permission from Johnson.

18          237. On information and belief, Skooly had access to Johnson's Composition,  
19 Sound Recording, and/or infringing derivative when he copied, took, used,  
20 misappropriated, and incorporated it/them into the infringing work, *I Lied*, and the  
21 infringing albums, *The Pinkprint* and *Ransom* mixtape.

1           238. Upon accessing Johnson's Composition, Sound Recording, and/or  
2     infringing derivative, Skooly took and continues to take, use, usurp, copy, make  
3     derivative works of, and publicly perform Johnson's Composition and/or Sound  
4     Recording knowing he did not write, create, author, arrange, compose, or produce the  
5     Composition and/or Sound Recording which is/are incorporated into Defendants'  
6     infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

7           239. Skooly never sought to secure a license or other permission from Johnson  
8     herein and never obtained any permission from Johnson herein.

9           240. On information and belief, Money Mack obtained access to Johnson's  
10    Composition, Sound Recording, and/or infringing derivative and thereafter proceeded  
11    to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into  
12    the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*  
13    mixtape.

14          241. Upon accessing Johnson's Composition, Sound Recording, and/or  
15    infringing derivative, Money Mack took and continues to take, use, usurp, copy, make  
16    derivative works of, and publicly perform Johnson's Composition and/or Sound  
17    Recording knowing it did not write, create, author, arrange, compose, or produce the  
18    Composition and/or Sound Recording which is/are incorporated into Defendants'  
19    infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

20          242. Money Mack never sought to secure a license or other permission from  
21    Johnson and never obtained any permission from Johnson.



1           243. On information and belief, Dean had access to Johnson's Composition,  
2 Sound Recording, and/or infringing derivative when she copied, took, used,  
3 misappropriated, and incorporated it/them into the infringing work, *I Lied*, and the  
4 infringing albums, *The Pinkprint* and *Ransom* mixtape.

5           244. Upon accessing Johnson's Composition, Sound Recording, and/or  
6 infringing derivative, Dean took and continues to take, use, usurp, copy, make derivative  
7 works of, and publicly perform Johnson's Composition and/or Sound Recording  
8 knowing she did not write, create, author, arrange, compose, or produce the Composition  
9 and/or Sound Recording which is/are incorporated into Defendants' infringing work, *I*  
10 *Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

11           245. Dean never sought to secure a license or other permission from Johnson  
12 herein and never obtained any permission from Johnson herein.

13           246. On information and belief, DDD obtained access to Johnson's Composition,  
14 Sound Recording, and/or infringing derivative and thereafter proceeded to copy,  
15 misappropriate, and/or incorporate its musical and/or lyrical contribution into the  
16 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

17           247. Upon accessing Johnson's Composition, Sound Recording, and/or  
18 infringing derivative, DDD took and continues to take, use, usurp, copy, make derivative  
19 works of, and publicly perform Johnson's Composition and/or Sound Recording  
20 knowing it did not write, create, author, arrange, compose, or produce the Composition  
21

1 and/or Sound Recording which is/are incorporated into Defendants' infringing work, *I*  
2 *Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

3 248. DDD never sought to secure a license or other permission from Johnson  
4 and never obtained any permission from Johnson.

5 249. On information and belief, DOES 1-10 had access to Johnson's  
6 Composition, Sound Recording, and/or infringing derivative when they copied, took,  
7 used, misappropriated, and incorporated it/them into the infringing work, *I Lied*, and the  
8 infringing albums, *The Pinkprint* and *Ransom* mixtape.

9 250. Upon accessing Johnson's Composition, Sound Recording, and/or  
10 infringing derivative, DOES 1-10 took and continues to take, use, usurp, copy, make  
11 derivative works of, and publicly perform Johnson's Composition and/or Sound  
12 Recording knowing they did not write, create, author, arrange, compose, or produce the  
13 Composition and/or Sound Recording which is/are incorporated into Defendants'  
14 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

15 251. DOES 1-10 never sought to secure a license or other permission from  
16 Johnson herein and never obtained any permission from Johnson herein.

17 252. Despite the foregoing, Minaj, among other things, prepared the infringing  
18 work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,  
19 and/or infringing derivative, thereby infringing Johnson's exclusive rights under the  
20 Copyright Act.

1           253. Despite the foregoing, Harajuku, among other things, prepared the  
2     infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound  
3     Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights  
4     under the Copyright Act.

5           254. Despite the foregoing, SOU, among other things, prepared the infringing  
6     work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,  
7     and/or infringing derivative, thereby infringing Johnson's exclusive rights under the  
8     Copyright Act.

9           255. Despite the foregoing, UMG, among other things, prepared the infringing  
10    work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,  
11    and/or infringing derivative, thereby infringing Johnson's exclusive rights under the  
12    Copyright Act.

13          256. Despite the foregoing, WB Music, among other things, prepared the  
14    infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound  
15    Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights  
16    under the Copyright Act.

17          257. Despite the foregoing, Williams, among other things, prepared the  
18    infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound  
19    Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights  
20    under the Copyright Act.

1           258. Despite the foregoing, Eardrummers, among other things, prepared the  
2     infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound  
3     Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights  
4     under the Copyright Act.

5           259. Despite the foregoing, Skooly, among other things, prepared the infringing  
6     work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,  
7     and/or infringing derivative, thereby infringing Johnson's exclusive rights under the  
8     Copyright Act.

9           260. Despite the foregoing, Money Mack, among other things, prepared the  
10    infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound  
11    Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights  
12    under the Copyright Act.

13          261. Despite the foregoing, Dean, among other things, prepared the infringing  
14    work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,  
15    and/or infringing derivative, thereby infringing Johnson's exclusive rights under the  
16    Copyright Act.

17          262. Despite the foregoing, DDD, among other things, prepared the infringing  
18    work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,  
19    and/or infringing derivative, thereby infringing Johnson's exclusive rights under the  
20    Copyright Act.

1           263. Despite the foregoing, DOES 1-10, among other things, prepared the  
2     infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound  
3     Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights  
4     under the Copyright Act.

5           264. Minaj individually or collectively reproduced the infringing work, *I Lied*,  
6     published and performed it thereby infringing Johnson's exclusive rights under the  
7     Copyright Act.

8           265. Harajuku on its own or collectively reproduced the infringing work, *I Lied*,  
9     distributed it, published it, broadcast it, performed, or caused or contributed to the same,  
10    thereby infringing Johnson's exclusive rights under the Copyright Act.

11          266. SOU on its own or collectively reproduced the infringing work, *I Lied*,  
12    distributed it, published it, broadcast it, performed, or caused or contributed to the same,  
13    thereby infringing Johnson's exclusive rights under the Copyright Act.

14          267. UMG on its own or collectively reproduced the infringing work, *I Lied*,  
15    distributed it, published it, broadcast it, performed, or caused or contributed to the same,  
16    thereby infringing Johnson's exclusive rights under the Copyright Act.

17          268. WB Music on its own or collectively reproduced the infringing work, *I Lied*,  
18    distributed it, published it, broadcast it, performed, or caused or contributed to the same,  
19    thereby infringing Johnson's exclusive rights under the Copyright Act.

1           269. Williams individually or collectively reproduced the infringing work, *I Lied*,  
2 distributed it, published it, broadcast it, performed, or caused or contributed to the same,  
3 thereby infringing Johnson's exclusive rights under the Copyright Act.

4           270. Eardrums on its own or collectively reproduced the infringing work, *I*  
5 *Lied*, distributed it, published it, broadcast it, performed, or caused or contributed to the  
6 same, thereby infringing Johnson's exclusive rights under the Copyright Act.

7           271. Skooly individually or collectively reproduced the infringing work, *I Lied*,  
8 distributed it, published it, broadcast it, performed, or caused or contributed to the same,  
9 thereby infringing Johnson's exclusive rights under the Copyright Act.

10          272. Money Mack on its own or collectively reproduced the infringing work, *I*  
11 *Lied*, distributed it, published it, broadcast it, performed, or caused or contributed to the  
12 same, thereby infringing Johnson's exclusive rights under the Copyright Act.

13          273. Dean individually or collectively reproduced the infringing work, *I Lied*,  
14 distributed it, published it, broadcast it, performed, or caused or contributed to the same,  
15 thereby infringing Johnson's exclusive rights under the Copyright Act.

16          274. DDD on its own or collectively reproduced the infringing work, *I Lied*,  
17 distributed it, published it, broadcast it, performed, or caused or contributed to the same,  
18 thereby infringing Johnson's exclusive rights under the Copyright Act.

19          275. DOES 1-10 individually or collectively reproduced the infringing work, *I*  
20 *Lied*, distributed it, published it, broadcast it, performed, or caused or contributed to the  
21 same, thereby infringing Johnson's exclusive rights under the Copyright Act.

1           276. Minaj was and/or is contractually engaged in the production, manufacture,  
2 and worldwide distribution of musical works written and/or produced by other  
3 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
4 infringing albums, *The Pinkprint* and *Ransom* mixtape.

5           277. Harajuku was and/or is contractually engaged in the production,  
6 manufacture, and worldwide distribution of musical works written and/or produced by  
7 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
8 infringing albums, *The Pinkprint* and *Ransom* mixtape.

9           278. SOU was and/or is contractually engaged in the production, manufacture,  
10 and worldwide distribution of musical works written and/or produced by other  
11 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
12 infringing albums, *The Pinkprint* and *Ransom* mixtape.

13           279. UMG was and/or is contractually engaged in the production, manufacture,  
14 and worldwide distribution of musical works written and/or produced by other  
15 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
16 infringing albums, *The Pinkprint* and *Ransom* mixtape.

17           280. WB Music was and/or is contractually engaged in the production,  
18 manufacture, and worldwide distribution of musical works written and/or produced by  
19 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
20 infringing albums, *The Pinkprint* and *Ransom* mixtape.

1           281. Williams was and/or is contractually engaged in the production,  
2 manufacture, and worldwide distribution of musical works written and/or produced by  
3 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
4 infringing albums, *The Pinkprint* and *Ransom* mixtape.

5           282. Eardrums was and/or is contractually engaged in the production,  
6 manufacture, and worldwide distribution of musical works written and/or produced by  
7 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
8 infringing albums, *The Pinkprint* and *Ransom* mixtape.

9           283. Skooly was and/or is contractually engaged in the production, manufacture,  
10 and worldwide distribution of musical works written and/or produced by other  
11 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
12 infringing albums, *The Pinkprint* and *Ransom* mixtape.

13           284. Money Mack was and/or is contractually engaged in the production,  
14 manufacture, and worldwide distribution of musical works written and/or produced by  
15 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
16 infringing albums, *The Pinkprint* and *Ransom* mixtape.

17           285. Dean was and/or is contractually engaged in the production, manufacture,  
18 and worldwide distribution of musical works written and/or produced by other  
19 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
20 infringing albums, *The Pinkprint* and *Ransom* mixtape.



1           286. DDD was and/or is contractually engaged in the production, manufacture,  
2 and worldwide distribution of musical works written and/or produced by other  
3 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
4 infringing albums, *The Pinkprint* and *Ransom* mixtape.

5           287. DOES 1-10 was and/or is contractually engaged in the production,  
6 manufacture, and worldwide distribution of musical works written and/or produced by  
7 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and  
8 infringing albums, *The Pinkprint* and *Ransom* mixtape.

9           288. As detailed above, Defendants' unlawful taking and copying of Johnson's  
10 Composition and/or Sound Recording, demonstrates Defendants' individual or  
11 collective willful, malicious, intentional, and deliberate efforts to unlawfully  
12 misappropriate, and use Johnson's copyright protected Composition and/or Sound  
13 Recording with complete disregard for Johnson's rights and constitutes a brazen  
14 violation of the Copyright Act.

15           289. Minaj knew or should have known that other Defendants' writing, creation,  
16 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,  
17 misappropriated, and implemented Johnson's copyright protected Composition and/or  
18 Sound Recording without Johnson's knowledge or consent and without due and lawful  
19 credit and compensation to Johnson for same.

20           290. Harajuku knew or should have known that other Defendants' writing,  
21 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,

1 usurped, misappropriated, and implemented Johnson's copyright protected Composition  
2 and/or Sound Recording without Johnson's knowledge or consent and without due and  
3 lawful credit and compensation to Johnson for same.

4 291. SOU knew or should have known that other Defendants' writing, creation,  
5 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,  
6 misappropriated, and implemented Johnson's copyright protected Composition and/or  
7 Sound Recording without Johnson's knowledge or consent and without due and lawful  
8 credit and compensation to Johnson for same.

9 292. UMG knew or should have known that other Defendants' writing, creation,  
10 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,  
11 misappropriated, and implemented Johnson's copyright protected Composition and/or  
12 Sound Recording without Johnson's knowledge or consent and without due and lawful  
13 credit and compensation to Johnson for same.

14 293. WB Music knew or should have known that other Defendants' writing,  
15 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,  
16 usurped, misappropriated, and implemented Johnson's copyright protected Composition  
17 and/or Sound Recording without Johnson's knowledge or consent and without due and  
18 lawful credit and compensation to Johnson for same.

19 294. Williams knew or should have known that other Defendants' writing,  
20 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,  
21 usurped, misappropriated, and implemented Johnson's copyright protected Composition

1 and/or Sound Recording without Johnson's knowledge or consent and without due and  
2 lawful credit and compensation to Johnson for same.

3 295. Eardrums knew or should have known that other Defendants' writing,  
4 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,  
5 usurped, misappropriated, and implemented Johnson's copyright protected Composition  
6 and/or Sound Recording without Johnson's knowledge or consent and without due and  
7 lawful credit and compensation to Johnson for same.

8 296. Skooly knew or should have known that other Defendants' writing, creation,  
9 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,  
10 misappropriated, and implemented Johnson's copyright protected Composition and/or  
11 Sound Recording without Johnson's knowledge or consent and without due and lawful  
12 credit and compensation to Johnson for same.

13 297. Money Mack knew or should have known that other Defendants' writing,  
14 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,  
15 usurped, misappropriated, and implemented Johnson's copyright protected Composition  
16 and/or Sound Recording without Johnson's knowledge or consent and without due and  
17 lawful credit and compensation to Johnson for same.

18 298. Dean knew or should have known that other Defendants' writing, creation,  
19 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,  
20 misappropriated, and implemented Johnson's copyright protected Composition and/or  
21

1 Sound Recording without Johnson's knowledge or consent and without due and lawful  
2 credit and compensation to Johnson for same.

3 299. DDD knew or should have known that other Defendants' writing, creation,  
4 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,  
5 misappropriated, and implemented Johnson's copyright protected Composition and/or  
6 Sound Recording without Johnson's knowledge or consent and without due and lawful  
7 credit and compensation to Johnson for same.

8 300. DOES 1-10 knew or should have known that other Defendants' writing,  
9 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,  
10 usurped, misappropriated, and implemented Johnson's copyright protected Composition  
11 and/or Sound Recording without Johnson's knowledge or consent and without due and  
12 lawful credit and compensation to Johnson for same.

13 301. Minaj knew or should have known of the striking similarities (or at least  
14 substantial similarities) Johnson's Composition and/or Sound Recording and  
15 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
16 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

17 302. Harajuku knew or should have known of the striking similarities (or at least  
18 substantial similarities) Johnson's Composition and/or Sound Recording and  
19 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
20 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

1           303. SOU knew or should have known of the striking similarities (or at least  
2 substantial similarities) Johnson's Composition and/or Sound Recording and  
3 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
4 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

5           304. UMG knew or should have known of the striking similarities (or at least  
6 substantial similarities) Johnson's Composition and/or Sound Recording and  
7 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
8 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

9           305. WB Music knew or should have known of the striking similarities (or at  
10 least substantial similarities) Johnson's Composition and/or Sound Recording and  
11 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
12 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

13           306. Williams knew or should have known of the striking similarities (or at least  
14 substantial similarities) Johnson's Composition and/or Sound Recording and  
15 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
16 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

17           307. Eardrums knew or should have known of the striking similarities (or at  
18 least substantial similarities) Johnson's Composition and/or Sound Recording and  
19 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
20 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

1           308. Skooly knew or should have known of the striking similarities (or at least  
2 substantial similarities) Johnson's Composition and/or Sound Recording and  
3 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
4 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

5           309. Money Mack knew or should have known of the striking similarities (or at  
6 least substantial similarities) Johnson's Composition and/or Sound Recording and  
7 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
8 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

9           310. Dean knew or should have known of the striking similarities (or at least  
10 substantial similarities) Johnson's Composition and/or Sound Recording and  
11 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
12 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

13           311. DDD knew or should have known of the striking similarities (or at least  
14 substantial similarities) Johnson's Composition and/or Sound Recording and  
15 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
16 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

17           312. DOES 1-10 knew or should have known of the striking similarities (or at  
18 least substantial similarities) Johnson's Composition and/or Sound Recording and  
19 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,  
20 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

1           313. Defendants have continued to further authorize and execute the  
2 manufacturing of worldwide distribution of all medium formats of Defendants'  
3 infringing work, *I Lied*, and their infringing album, *The Pinkprint* including, but not  
4 limited to: singles, albums, records, CDs, DVDs, internet streams, and/or concert  
5 performances and the like, substantially utilizing, taking, copying, and misappropriating  
6 Johnson's copyright protected Composition and Sound/Recording in and as part of  
7 Defendants' infringing work, *I Lied*, and their infringing album, *The Pinkprint* and  
8 *Ransom* mixtape throughout the world.

9           314. Johnson's Composition and/or Sound Recording was/were taken, copied,  
10 used, and misappropriated by Defendants without the opportunity for Johnson to agree  
11 to confer the benefit of consent to Defendants to copy, use, take, implement, or create  
12 derivative works from Johnson's copyright protected Composition and/or Sound  
13 Recording.

14           315. As a direct result of the writing, creation, production, release, marketing,  
15 promotion, sales, performances, licensing, and/or distribution of Defendants' infringing  
16 work, *I Lied*, and their infringing album, *The Pinkprint*, Defendants herein received and  
17 accepted, and continue to receive and accept financial enrichment, financial gains,  
18 financial profits, monies, income and/or revenues from the writing, production, sale, and  
19 worldwide distribution of Defendants' infringing work, and further receive and continue  
20 to receive the same unjustly and to the financial detriment and expense of Johnson as set  
21 forth herein.





1           321. To the extent that Minaj did not engage in the direct infringement of  
2 Johnson's Composition and/or Sound Recording, Minaj is vicariously liable for the  
3 copyright infringement alleged above because she had the right and ability to control the  
4 infringing conduct.

5           322. Minaj failed to take reasonable measures to avoid copyright infringement  
6 in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and/or *Ransom*  
7 mixtape.

8           323. Minaj has a direct financial interest in *I Lied* and the *Pinkprint*.

9           324. On information and belief, Minaj has a direct financial interest in *I Lied* and  
10 the *Ransom* mixtape.

11           325. To the extent that Harajuku did not engage in the direct infringement of  
12 Johnson's Composition and/or Sound Recording, Harajuku is vicariously liable for the  
13 copyright infringement alleged above because it had the right and ability to control the  
14 infringing conduct.

15           326. Harajuku failed to take reasonable measures to avoid copyright  
16 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and  
17 *Ransom*.

18           327. Harajuku has a direct financial interest in *I Lied* and the *Pinkprint*.

19           328. On information and belief, Harajuku has a direct financial interest in *I Lied*  
20 and the *Ransom* mixtape.

1           329. To the extent that SOU did not engage in the direct infringement of  
2 Johnson's Composition and/or Sound Recording, SOU is vicariously liable for the  
3 copyright infringement alleged above because it had the right and ability to control the  
4 infringing conduct.

5           330. SOU failed to take reasonable measures to avoid copyright infringement in  
6 the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

7           331. SOU has a direct financial interest in *I Lied* and the *Pinkprint*.

8           332. On information and belief, SOU has a direct financial interest in *I Lied* and  
9 the *Ransom* mixtape.

10           333. To the extent that UMG did not engage in the direct infringement of  
11 Johnson's Composition and/or Sound Recording, UMG is vicariously liable for the  
12 copyright infringement alleged above because it had the right and ability to control the  
13 infringing conduct.

14           334. UMG failed to take reasonable measures to avoid copyright infringement  
15 in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

16           335. UMG has a direct financial interest in *I Lied* and the *Pinkprint*.

17           336. On information and belief, UMG had a direct financial interest in *I Lied*  
18 and the *Ransom* mixtape.

19           337. To the extent that WB Music did not engage in the direct infringement of  
20 Johnson's Composition and/or Sound Recording, WB Music is vicariously liable for the  
21

1 copyright infringement alleged above because it had the right and ability to control the  
2 infringing conduct.

3 338. WB Music failed to take reasonable measures to avoid copyright  
4 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and  
5 *Ransom*.

6 339. WB Music has a direct financial interest in *I Lied* and the *Pinkprint*.

7 340. On information and belief, WB Music has a direct financial interest in *I*  
8 *Lied* and the *Ransom* mixtape.

9 341. To the extent that Williams did not engage in the direct infringement of  
10 Johnson's Composition and/or Sound Recording, Williams is vicariously liable for the  
11 copyright infringement alleged above because he had the right and ability to control the  
12 infringing conduct.

13 342. Williams failed to take reasonable measures to avoid copyright  
14 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and  
15 the *Ransom* mixtape.

16 343. Williams has a direct financial interest in *I Lied* and the *Pinkprint*.

17 344. Williams has a direct financial interest in *I Lied* and the *Ransom* mixtape.

18 345. To the extent that Eardrums did not engage in the direct infringement  
19 of Johnson's Composition and/or Sound Recording, Eardrums is vicariously liable  
20 for the copyright infringement alleged above because it had the right and ability to  
21 control the infringing conduct.

1           346. Eardrummers failed to take reasonable measures to avoid copyright  
2 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and  
3 *Ransom*.

4           347. Eardrummers has a direct financial interest in *I Lied* and the *Pinkprint*.

5           348. On information and belief, Eardrummers has a direct financial interest in *I*  
6 *Lied* and the *Ransom* mixtape.

7           349. To the extent that Skooly did not engage in the direct infringement of  
8 Johnson's Composition and/or Sound Recording, Skooly is vicariously liable for the  
9 copyright infringement alleged above, because on information and belief, he had the  
10 right and ability to control the infringing conduct.

11           350. Skooly failed to take reasonable measures to avoid copyright infringement  
12 in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

13           351. Skooly has a direct financial interest in *I Lied* and the *Pinkprint*.

14           352. Skooly has a direct financial interest in *I Lied* and the *Ransom* mixtape.

15           353. To the extent Money Mack did not engage in the direct infringement of  
16 Johnson's Composition and/or Sound Recording, Money Mack is vicariously liable for  
17 the copyright infringement alleged above because it had the right and ability to control  
18 the infringing conduct.

19           354. Money Mack failed to take reasonable measures to avoid copyright  
20 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and  
21 *Ransom*.

1           355. Money Mack has a direct financial interest in *I Lied* and the *Pinkprint*.

2           356. On information and belief, Money Mack has a direct financial interest in *I*  
3 *Lied* and the *Ransom* mixtape.

4           357. To the extent Dean did not engage in the direct infringement of Johnson's  
5 Composition and/or Sound Recording, Dean is vicariously liable for the copyright  
6 infringement alleged above, because on information and belief, she had the right and  
7 ability to control the infringing conduct.

8           358. Dean failed to take reasonable measures to avoid copyright infringement in  
9 the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

10          359. Dean has a direct financial interest in *I Lied* and the *Pinkprint*.

11          360. On information and belief, Dean has a direct financial interest in *I Lied* and  
12 the *Ransom* mixtape.

13          361. To the extent DDD did not engage in the direct infringement of Johnson's  
14 Composition and/or Sound Recording, DDD is vicariously liable for the copyright  
15 infringement alleged above, because on information and belief, it had the right and  
16 ability to control the infringing conduct.

17          362. DDD failed to take reasonable measures to avoid copyright infringement in  
18 the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

19          363. DDD has a direct financial interest in *I Lied* and the *Pinkprint*.

20          364. On information and belief, DDD has a direct financial interest in *I Lied* the  
21 *Ransom* mixtape.

1           365. To the extent DOES 1-10 did not engage in the direct infringement of  
2 Johnson's Composition and/or Sound Recording, DOES 1-10 are vicariously liable for  
3 the copyright infringement alleged above because they had the right and ability to  
4 control the infringing conduct.

5           366. DOES 1-10 failed to take reasonable measures to avoid copyright  
6 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*,  
7 and/or *Ransom*.

8           367. DOES 1-10 has/have a direct financial interest in *I Lied* and the *Pinkprint*.

9           368. On information and belief, DOES 1-10 has/have had a direct financial  
10 interest in *I Lied* and the *Ransom* mixtape.

11           369. On information and belief, Minaj maintained and continues to maintain and  
12 have or own a significant degree of contractual and/or financial interest in the underlying  
13 and/or resulting legal ownership rights including, but not limited to, those obtained  
14 through copyright protections initiated and/or held, individually or jointly, by one or  
15 more of the Defendants and/or by any third parties related thereto, in connection with  
16 the creating, producing, marketing, selling, releasing, performing, broadcasting, and/or  
17 distributing of Defendants' infringing work, *I Lied*; their infringing album, *The*  
18 *Pinkprint*; and/or the *Ransom* mixtape.

19           370. On information and belief, Harajuku maintained and continues to maintain  
20 and have or own a significant degree of contractual and/or financial interest in any and  
21 all underlying and/or resulting legal ownership rights including, but not limited to, those

1 obtained through copyright protections initiated and/or held, individually or jointly, by  
2 one or more of the Defendants and/or by any third parties related thereto, in connection  
3 with the creating, producing, marketing, selling, releasing, performing and/or  
4 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*  
5 *Pinkprint* and *Ransom* mixtape.

6 371. On information and belief, SOU maintained and continues to maintain and  
7 have or own a significant degree of contractual and/or financial interest in any and all  
8 underlying and/or resulting legal ownership rights including, but not limited to, those  
9 obtained through copyright protections initiated and/or held, individually or jointly, by  
10 one or more of the Defendants and/or by any third parties related thereto, in connection  
11 with the creating, producing, marketing, selling, releasing, performing and/or  
12 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*  
13 *Pinkprint* and *Ransom* mixtape.

14 372. On information and belief, UMG maintained and continues to maintain and  
15 have or own a significant degree of contractual and/or financial interest in any and all  
16 underlying and/or resulting legal ownership rights including, but not limited to, those  
17 obtained through copyright protections initiated and/or held, individually or jointly, by  
18 one or more of the Defendants and/or by any third parties related thereto, in connection  
19 with the creating, producing, marketing, selling, releasing, performing and/or  
20 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*  
21 *Pinkprint* and *Ransom* mixtape.

1           373. On information and belief, WB Music maintained and continues to  
2 maintain and have or own a significant degree of contractual and/or financial interest in  
3 any and all underlying and/or resulting legal ownership rights including, but not limited  
4 to, those obtained through copyright protections initiated and/or held, individually or  
5 jointly, by one or more of the Defendants and/or by any third parties related thereto, in  
6 connection with the creating, producing, marketing, selling, releasing, performing  
7 and/or distributing of Defendants' infringing work, *I Lied* and their infringing album,  
8 *The Pinkprint* and *Ransom* mixtape.

9           374. On information and belief, Williams maintained and continues to maintain  
10 and have or own a significant degree of contractual and/or financial interest in any and  
11 all underlying and/or resulting legal ownership rights including, but not limited to, those  
12 obtained through copyright protections initiated and/or held, individually or jointly, by  
13 one or more of the Defendants and/or by any third parties related thereto, in connection  
14 with the creating, producing, marketing, selling, releasing, performing and/or  
15 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*  
16 *Pinkprint* and *Ransom* mixtape.

17           375. On information and belief, Eardrums maintained and continues to  
18 maintain and have or own a significant degree of contractual and/or financial interest in  
19 any and all underlying and/or resulting legal ownership rights including, but not limited  
20 to, those obtained through copyright protections initiated and/or held, individually or  
21 jointly, by one or more of the Defendants and/or by any third parties related thereto, in



1 connection with the creating, producing, marketing, selling, releasing, performing  
2 and/or distributing of Defendants' infringing work, *I Lied* and their infringing album,  
3 *The Pinkprint* and *Ransom* mixtape.

4 376. On information and belief, Skooly maintained and continues to maintain  
5 and have or own a significant degree of contractual and/or financial interest in any and  
6 all underlying and/or resulting legal ownership rights including, but not limited to, those  
7 obtained through copyright protections initiated and/or held, individually or jointly, by  
8 one or more of the Defendants and/or by any third parties related thereto, in connection  
9 with the creating, producing, marketing, selling, releasing, performing and/or  
10 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*  
11 *Pinkprint* and *Ransom* mixtape.

12 377. On information and belief, Money Mack maintained and continues to  
13 maintain and have or own a significant degree of contractual and/or financial interest in  
14 any and all underlying and/or resulting legal ownership rights including, but not limited  
15 to, those obtained through copyright protections initiated and/or held, individually or  
16 jointly, by one or more of the Defendants and/or by any third parties related thereto, in  
17 connection with the creating, producing, marketing, selling, releasing, performing  
18 and/or distributing of Defendants' infringing work, *I Lied* and their infringing album,  
19 *The Pinkprint* and *Ransom* mixtape.

20 378. On information and belief, Dean maintained and continues to maintain and  
21 have or own a significant degree of contractual and/or financial interest in any and all

1 underlying and/or resulting legal ownership rights including, but not limited to, those  
2 obtained through copyright protections initiated and/or held, individually or jointly, by  
3 one or more of the Defendants and/or by any third parties related thereto, in connection  
4 with the creating, producing, marketing, selling, releasing, performing and/or  
5 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*  
6 *Pinkprint* and *Ransom* mixtape.

7 379. On information and belief, DDD maintained and continues to maintain and  
8 have or own a significant degree of contractual and/or financial interest in any and all  
9 underlying and/or resulting legal ownership rights including, but not limited to, those  
10 obtained through copyright protections initiated and/or held, individually or jointly, by  
11 one or more of the Defendants and/or by any third parties related thereto, in connection  
12 with the creating, producing, marketing, selling, releasing, performing and/or  
13 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*  
14 *Pinkprint* and *Ransom* mixtape.

15 380. On information and belief, DOES 1-10 maintained and continues to  
16 maintain and have or own a significant degree of contractual and/or financial interest in  
17 any and all underlying and/or resulting legal ownership rights including, but not limited  
18 to, those obtained through copyright protections initiated and/or held, individually or  
19 jointly, by one or more of the Defendants and/or by any third parties related thereto, in  
20 connection with the creating, producing, marketing, selling, releasing, performing  
21

1 and/or distributing of Defendants' infringing work, *I Lied* and their infringing album,  
2 *The Pinkprint* and *Ransom* mixtape.

3 381. As result of Defendant(s)' infringement, Johnson has sustained substantial  
4 injury, loss, and damage in an amount to be determined at trial, and, on information and  
5 belief, Defendants have derived substantial income and profits to which they are not  
6 entitled.

7 382. As a result of Defendant(s)' actions, the infringing work, *I Lied*, is available  
8 through multiple websites and/or streaming services hosted by Internet service providers  
9 all of the world. If Defendants are permitted to continue to use the Composition and/or  
10 Sound Recording, and/or not required to take reasonable steps to stop the continued  
11 exploitation of the infringing work, Johnson will suffer injury that is not compensable  
12 through an award of money damages, and for which he has no adequate remedy at law.

13 **COUNT III**  
14 **CONTRIBUTORY COPYRIGHT INFRINGEMENT**

15 383. Johnson repeats and realleges the allegations contained in Paragraphs 1  
16 through 382 of the Complaint as if fully set forth herein.

17 384. To the extent that Minaj did not engage in the direct infringement of  
18 Johnson's Composition and/or Sound Recording, on information and belief, Minaj  
19 knowingly induced, participated in, or aided and abetted the copyright infringement  
20 alleged above.  
21

1           385. To the extent that Minaj did not engage in the direct infringement of  
2 Johnson's Composition and/or Sound Recording, Minaj knew or had reason to know of  
3 the copyright infringement alleged above.

4           386. To the extent that Harajuku did not engage in the direct infringement of  
5 Johnson's Composition and/or Sound Recording, on information and belief, Harajuku  
6 knowingly induced, participated in, or aided and abetted the copyright infringement  
7 alleged above.

8           387. To the extent that Harajuku did not engage in the direct infringement of  
9 Johnson's Composition and/or Sound Recording, Harajuku knew or had reason to know  
10 of the copyright infringement alleged above.

11           388. To the extent that SOU did not engage in the direct infringement of  
12 Johnson's Composition and/or Sound Recording, on information and belief, SOU  
13 knowingly induced, participated in, or aided and abetted the copyright infringement  
14 alleged above.

15           389. To the extent that SOU did not engage in the direct infringement of  
16 Johnson's Composition and/or Sound Recording, SOU knew or had reason to know of  
17 the copyright infringement alleged above.

18           390. To the extent that UMG did not engage in the direct infringement of  
19 Johnson's Composition and/or Sound Recording, on information and belief, UMG  
20 knowingly induced, participated in, or aided and abetted the copyright infringement  
21 alleged above.

1           391. To the extent that UMG did not engage in the direct infringement of  
2 Johnson's Composition and/or Sound Recording, UMG knew or had reason to know of  
3 the copyright infringement alleged above.

4           392. To the extent that WB Music did not engage in the direct infringement of  
5 Johnson's Composition and/or Sound Recording, on information and belief, WB Music  
6 knowingly induced, participated in, or aided and abetted the copyright infringement  
7 alleged above.

8           393. To the extent that WB Music did not engage in the direct infringement of  
9 Johnson's Composition and/or Sound Recording, WB Music knew or had reason to  
10 know of the copyright infringement alleged above.

11           394. To the extent that Williams did not engage in the direct infringement of  
12 Johnson's Composition and/or Sound Recording, on information and belief, Williams  
13 knowingly induced, participated in, or aided and abetted the copyright infringement  
14 alleged above.

15           395. To the extent that Williams did not engage in the direct infringement of  
16 Johnson's Composition and/or Sound Recording, Williams knew or had reason to know  
17 of the copyright infringement alleged above.

18           396. To the extent that Eardrums did not engage in the direct infringement  
19 of Johnson's Composition and/or Sound Recording, on information and belief,  
20 Eardrums knowingly induced, participated in, or aided and abetted the copyright  
21 infringement alleged above.

1           397. To the extent that Eardrums did not engage in the direct infringement  
2 of Johnson's Composition and/or Sound Recording, Eardrums knew or had reason  
3 to know of the copyright infringement alleged above.

4           398. To the extent that Skooly did not engage in the direct infringement of  
5 Johnson's Composition and/or Sound Recording, on information and belief, Skooly  
6 knowingly induced, participated in, or aided and abetted the copyright infringement  
7 alleged above.

8           399. To the extent that Skooly did not engage in the direct infringement of  
9 Johnson's Composition and/or Sound Recording, Skooly knew or had reason to know  
10 of the copyright infringement alleged above.

11           400. To the extent that Money Mack did not engage in the direct infringement  
12 of Johnson's Composition and/or Sound Recording, on information and belief, Money  
13 Mack knowingly induced, participated in, or aided and abetted the copyright  
14 infringement alleged above.

15           401. To the extent that Money Mack did not engage in the direct infringement  
16 of Johnson's Composition and/or Sound Recording, Money Mack had knew or reason  
17 to know of the copyright infringement alleged above.

18           402. To the extent that Dean did not engage in the direct infringement of  
19 Johnson's Composition and/or Sound Recording, on information and belief, Dean  
20 knowingly induced, participated in, or aided and abetted the copyright infringement  
21 alleged above.

1           403. To the extent that Dean did not engage in the direct infringement of  
2 Johnson's Composition and/or Sound Recording, Dean knew or had reason to know of  
3 the copyright infringement alleged above.

4           404. To the extent that DDD did not engage in the direct infringement of  
5 Johnson's Composition and/or Sound Recording, on information and belief, Dat Damn  
6 knowingly induced, participated in, or aided and abetted the copyright infringement  
7 alleged above.

8           405. To the extent that DDD did not engage in the direct infringement of  
9 Johnson's Composition and/or Sound Recording, DDD knew or had reason to know of  
10 the copyright infringement alleged above.

11           406. To the extent that DOES 1-10 did not engage in the direct infringement of  
12 Johnson's Composition and/or Sound Recording, on information and belief, DOES 1-  
13 10 knowingly induced, participated in, or aided and abetted the copyright infringement  
14 alleged above.

15           407. To the extent that DOES 1-10 did not engage in the direct infringement of  
16 Johnson's Composition and/or Sound Recording, DOES 1-10 knew or had reason to  
17 know of the copyright infringement alleged above.

18           408. By reason of the foregoing, some or all Defendants copied or aided in the  
19 copying and performing of Johnson's Composition and/or Sound Recording in various  
20 media without Johnson's permission.





1           415. Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly,  
2 Money Mack, Dean, DDD, and/or DOES 1-10 is/are aware that digital music contains  
3 CMI.

4           416. Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly,  
5 Money Mack, Dean, DDD, and/or DOES 1-10 is/are aware that CMI is used to identify  
6 the owners of and to protect digital music/works.

7           417. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,  
8 Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10 use(s)  
9 CMI to identify and protect their works.

10           418. Each of Johnson's musical works contained on his hard drive contained  
11 CMI including but not limited to Johnson's name and/or pseudonym, song title, file  
12 name, and/or meta data which was conveyed in connection with Johnson's musical  
13 works.

14           419. On information and belief, Exhibit E contains a partial listing of musical  
15 works contained on Johnson's hard drive (along with CMI) when it was improperly  
16 obtained and possessed by some or all Defendants.

17           420. Given expert forensic musicologist, Dr. Tomaro's conclusion that  
18 Johnson's Works and the infringing work are striking similar, Johnson believes that  
19 since some or all Defendants removed and falsified CMI on Johnson's Infringed Works  
20 (*OnMySleeve*), that it highly likely that Defendants did the same with his other musical  
21 works contained on his hard drive, including those identified at Exhibit E.

1           421. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,  
2 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10 either  
3 separately or in concert with each other intentionally removed Johnson's CMI from his  
4 musical works.

5           422. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,  
6 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10 knew,  
7 or had reason to know, that such removal and/or alteration of CMI would induce, enable,  
8 facilitate, or conceal responsible Defendant(s)' infringement of Johnson's copyrights  
9 because each Defendant is familiar with CMI, its purposes, and use CMI to protect their  
10 own copyrightable works.

11           423. On information and belief, after obtaining access to Johnson's musical  
12 works on the hard drive, Maraj, Harajuku, UMG, SOU, WB Music, Williams,  
13 Eardrums, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10, either separately  
14 or in concert with each other, intentionally and knowingly provided false CMI (at the  
15 very least, false identification of authorship, song title, and/or file names) in connection  
16 with Johnson's musical works.

17           424. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,  
18 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10, either  
19 separately or in concert with each other, intentionally and knowingly distributed false  
20 CMI (at the very least, false identification of authorship, song title, and/or file names) in  
21

1 connection with Johnson's musical works internally among Defendants and/or to other  
2 third-parties.

3 425. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,  
4 Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10, either  
5 separately or in concert with each other, knew that the CMI it conveyed in connection  
6 with Johnson's musical works was false because Maraj, Harajuku, UMG, SOU, WB  
7 Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10  
8 knew that they were not the true author(s) and copyright owner(s) of the musical works.

9 426. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,  
10 Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10, either  
11 separately or in concert with each other, knowingly provided such false CMI and  
12 distributed such false CMI in connection with the Johnson's musical works.

13 427. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,  
14 Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10  
15 knowingly distributed Johnson's musical works or copies of Johnson's musical works  
16 with the knowledge that the CMI had been removed.

17 428. Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers,  
18 Skooly, Money Mack, Dean, DDD, and/or DOES 1-10 knew or had reason to know that  
19 the aforementioned actions would induce, enable, facilitate, or conceal the infringement  
20 of Johnson's copyrights.



1           434. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams,  
2 Eardrummers, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10 is/are not directly  
3 responsible for the DMCA violations above, on information and belief, Maraj, Harajuku,  
4 UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD,  
5 and/or DOES 1-10 knowingly induced, participated in, or aided and abetted the  
6 violations of the DMCA alleged above.

7           435. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams,  
8 Eardrummers, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10 is/are not directly  
9 responsible for the DMCA violations above, on information and belief, Maraj, Harajuku,  
10 UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD,  
11 and/or DOES 1-10 knew or had reason to know of the violations of the DMCA alleged  
12 above.

13           436. By reason of the foregoing, some or all Defendants aided in the DMCA  
14 violations alleged above without Johnson's permission.

15           437. Defendants undertook these actions both individually and jointly.  
16 Defendants conspired and acted in concert with one another to accomplish their scheme  
17 to commit such acts, which they knew or had reason to know would damage, violate,  
18 and infringe Johnson's copyrights.

19           438. Defendants unlawful conduct, as set forth herein, was deliberate,  
20 intentional, malicious, and willful.



1 to take reasonable measures to maintain the integrity of the CMI conveyed in connection  
2 with some or all of Johnson's musical works.

3 444. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams,  
4 Eardrums, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10 is/are not directly  
5 responsible for the DMCA violations above, Maraj, Harajuku, UMG, SOU, WB Music,  
6 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, and/or DOES 1-10 has a  
7 direct financial interest in the use of some or all of Johnson's musical works.

8 **DEMAND FOR JURY TRIAL**

9 445. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff  
10 hereby demands a jury trial on all issues so triable.

11 **PRAYER FOR RELIEF**

12 446. WHEREFORE, Johnson prays for judgment against all Defendants,  
13 jointly and severally, and in its favor as follows:

14 a. For a judgment permanently enjoining and restraining Defendants and their  
15 agents, servants, and employees, and all other persons acting in concert and  
16 participation with Defendants or acting on their behalf, and each of them,  
17 from copying or otherwise using or exploiting the infringing album, *The*  
18 *Pinkprint*, *Ransom* mixtape, and the infringing work, *I Lied*, including its  
19 interpolation of the Composition and/or Sound Recording;

20 b. For a judgment permanently enjoining and restraining Defendants and their  
21 agents, servants, and employees, and all other persons in active concert and

1 participation with Defendants or acting on their behalf, and each of them,  
2 to take reasonable steps to prevent third parties from using or exploiting the  
3 infringing work, *I Lied*, including its interpolation of the Composition  
4 and/or Sound Recording;

5 c. For a judgment declaring that Johnson was an author of the music of *I Lied*;

6 d. For a judgement ordering that Defendants publicly and prominently  
7 provide Johnson with attribution credit for his contribution to *The Pinkprint*,  
8 *Ransom*, and *I Lied*;

9 e. An award of actual damages and Defendants' profits;

10 f. An award for statutory damages for continued infringement;

11 g. An award of statutory damages for willful infringement;

12 h. An award of up to \$25,000 per violation of 17 U.S.C. § 1202(a);

13 i. An award of up to \$25,000 per violation of 17 U.S.C. § 1202(b),

14 j. An award of exemplary damages;

15 k. An award of pre-judgment and post-judgment interest on any monetary  
16 award;

17 l. An award of Johnson's costs including his reasonable attorneys' fees;

18 m. An award of future royalties for all performances, sales, derivatives, and  
19 uses of *I Lied*;

20 n. An award of any and all equitable relief to which Johnson may be entitled;  
21 and



1 o. For such other and further relief as the Court deems just and proper.

2 Dated: February 27, 2024

Respectfully submitted,

3 /s/ Dayna C. Cooper

4 Dayna C. Cooper (*pro hac vice*)

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